

# CONTRACT DOCUMENTS FOR:



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## FINAL MILE BIKE PARKING FACILITIES

LAP AGREEMENT FM #446126-1-58-01

**ITB #22-007**

JUNE 3, 2022

MAYOR: TERI JOHNSTON

COMMISSIONERS:

JIMMY WEEKLEY	GREGORY DAVILA
SAMUEL KAUFMAN	MARY LOU HOOVER
BILLY WARDLOW	CLAYTON LOPEZ

PREPARED BY:  
CITY OF KEY WEST  
ENGINEERING DEPARTMENT

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**PART 1**

**PROCUREMENT REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for FINAL MILE BIKE PARKING FACILITIES/ ITB #22-007 addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, until 2:00 p.m., local time, on July 6, 2022 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 and One (1) CD-ROM or USB drives with a single PDF file of the entire bid proposal package, electronic copies of blank or incomplete documents will be deemed non responsive. Bid package shall be enclosed in a sealed envelope clearly marked on the outside “ITB 22-007, FINAL MILE BIKE PARKING FACILITIES”; addressed and delivered to the City Clerk’s office at the address noted above.**

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

1. Sidewalk (*PRIME*)
2. Grading (includes clearing and grubbing, excavation, and embankment) (*PRIME*)
3. Grassing, Seeding and Sodding (*PRIME*)

In addition, the scope of work will include the installation of bicycle amenities including bike racks, bike lockers and fix-it stations.

Drawings and Specifications may be obtained from Demand Star by Onvia or on the City of Key West website [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov). For bid package access on Demand Star please contact [www.demandstar.com](http://www.demandstar.com) or call 1-800-711- 1712.

A **MANDATORY PRE-BID MEETING** will be held at 2:00pm on Wednesday June 15, 2022 in the City Manager’s Conference room, 2nd floor, Key West City Hall, 1300 White Street, Key West, Florida

**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 is in compliance with the licensing requirements of 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 holds at a minimum, a 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 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 OWNER 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 OWNER to evaluate the Bidder's qualifications.

At the time of the award, the successful Bidder must show satisfactory documents of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

**The Owner intends to award this contract to the lowest responsive and responsible bidder.**

## 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

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least eight (8) calendar days prior to the Bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will become available to all registered holders of Bidding 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.

#### C. FDOT LOCAL AGENCY PROGRAM (LAP) AND STANDARD SPECIFICATIONS / LOCAL AGENCY SPECIFICATIONS

The term "Standard Specifications" is used; such reference shall mean the most current edition of Florida Department of Transportation Standard Specification for Road and Bridge Construction and LAP Specifications. The Standard Specifications shall be considered as part of this section of the Specifications; the contractor shall be responsible for obtaining and incorporation in the contract all of the Standard Specification's and the most current revisions that apply to this contract scope of work. The contractor shall document in his Daily Reports and Quality Control Reports the required Standard Specifications that are used on a daily basis. Daily Reports and Quality Control Reports are due with each pay application.

### 2. GENERAL DESCRIPTION OF THE PROJECT

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

3. REQUIRED QUALIFICATIONS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the Owner. Bidders 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. Additionally, all Bidders must meet the minimum qualifications as described in Required Qualifications section.

**BIDDERS MUST MEET ALL CITY PREQUALIFICATION REQUIREMENTS ALONG WITH FHWA 1273 (ATTACHEMENT D).**

**ALL PREQUALIFIED CONTRACTORS BIDDING MUST INCLUDE WITH THEIR BID PROPOSAL A COPY OF THEIR CERTIFICATION OF CURRENT CAPACITY AND STATUS OF CONTRACTS ON HAND, [FORM 525-010-46](#) (ATTACHMENT K).**

4. BIDDER'S UNDERSTANDING

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

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the work. This requirement includes, but is not limited to, regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, natural resource protection, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. UNIT PRICE

The bid for the work is to be submitted on a Unit Price basis. Unit prices shall be submitted in all appropriate places in the Bid Proposal Form.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK. All Price information will be shown in 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 Bid in the blank space provided, therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If 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 Bid his experience record showing their experience and expertise in RIGHT OF WAY improvement work. Such experience record shall provide at least five (5) current or recent projects (within the last 5 years) of similar work, preferably within Florida or the Southeastern United States.

The following information will be provided:

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

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

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid:

1. State of Florida Contractor's License
2. City of Key West Business License Tax Receipt
3. Anti-Kickback Affidavit
4. Public Entity Crime Form
5. Domestic Partnership Affidavit
6. Cone of Silence Affidavit
7. Non-Collusion Declaration Affidavit
8. Indemnification
9. Bidder's Checklist

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BID PROPOSALS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid Proposal forms provided herewith, submit one (1) original and two (2) USB drives each with a single PDF of the entire bid proposal 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 PROPOSALS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by email. If by email, 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, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the 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 drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This Bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of Sixty (60) 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 on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of the execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

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

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract, the City will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract(s) has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Bids, the City will accept one of the Bids or act in accordance with the following paragraphs. The acceptance of the Bid(s) 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 Bidder(s) to sign the Contract and provide acceptable insurance certificate(s) and acceptable performance and payment bonds, and evidence of holding required licenses, the City may award the Contract to the next lowest, responsive, responsible Bidder.

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

13. BASIS OF AWARD

**The Owner intends to award this contract to the lowest responsive and responsible bidder.**

If at the time this Contract is to be awarded, the total of the lowest acceptable Bids exceeds the funds then estimated by the City as available, the City may reject all Bids or take such other action as best serves the City's interest.

14. EXECUTION OF CONTRACT

The successful Bidder(s) shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the City a Contract and two (2) copies in the form hereto attached together with the acceptable insurance certificates, bonds, and evidence of the holding required licenses as required in these Documents. Within ten (10) working days after receiving the signed Contract from the successful Bidder(s), the City'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 Bidders shall file with the City a Performance Bond and Payment Bond on the forms 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. 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.

B. POWER-OF-ATTORNEY

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder(s) who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his 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 Bidders fail 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. PERFORMANCE OF WORK BY SUBCONTRACTOR

Each Bidder must furnish with his proposal a list of subcontractor performed items and the estimated

value of each item.

18. TIME OF COMPLETION

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

Should the Contractor disagree with the time of completion for this Project, he shall, within five (5) calendar days of the receipt of the Project, make a written claim to the Engineer and City for an extension in the time of completion. If in the opinion of the Engineer and City, the Contractor presents sufficient evidence to justify the claim, an extension in the time of completion will be allowed for the period determined by the Engineer and City.

Should this Project extend past the one (1) year contract period for unforeseen reasons the work shall be automatically extended to the date of completion not to exceed 90 days.

When the Contractor receives a Notice to Proceed, he 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 one hundred-eighty (180) calendar days.

19. 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.

20. 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.

21. BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents 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.

22. SALES AND USE TAXES

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

23. TIE-BREAKER PROCEDURES

Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible Bidders, the award will be given to the Bidder who has completed the most contracts similar in nature to the one being awarded in the past five (5) years. The tied Bidders must provide evidence, satisfactory to the City Commission, of successful completion of the contracts to break the tie.

24. PROTEST PROCEDURES

Should a Bidder take exception to the City's determination of the apparent lowest responsible and responsive bidder, a formal written protest must be filed with the City Clerk within 72 hours of the bid opening. The written protest will be subsequently reviewed by the City Attorney who shall render a final decision on whether to allow or reject the protest. If allowed, the Bidder will have an opportunity to present their argument to the City Commission.

NOTE TO BIDDER: Use Preferably BLACK ink for completing this Bid Proposal form.

**BID FORM**

To: The City of Key West, Florida  
Address: 1300 White Street  
Key West, Florida 33040  
Project Title: FINAL MILE BIKE PARKING FACILITIES  
Project No.: ITB 22-007

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

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

E mail: \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, City, and other sources in arriving at his conclusions.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Bid is accepted, he will, within 10 days after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the City examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tool, apparatus, and other means of construction and do

the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

### CERTIFICATES OF INSURANCE

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

### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days set forth.

This Contract will automatically expire and be terminated one (1) year after the date of the execution of the Contract by the City unless granted a one-year contract extension at the discretion of the City.

### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the per day rate specified in Part 3, "Conditions of the Contract", Section 54, "Liquidated Damages" for all work authorized until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

### ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos'. \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_ (Bidder shall insert the number of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said Addenda.

### SALES AND USE TAXES

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

### ESTIMATED QUANTITIES

Estimated Quantities in Bid Proposal Form are provided for Bid comparison purposes. Work will be performed on a unit price basis and actual quantities for payment may vary significantly.



**BID PROPOSAL FORM**

<b>FDOT Item Number</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Extended Price</b>
101-1	Mobilization	LS	1	\$_____	\$_____
102-1	Maintenance of Traffic	LS	1	\$_____	\$_____
104-18	Inlet Protection System	EA	9	\$_____	\$_____
110-1-1	Clearing & Grubbing	AC	0.106	\$_____	\$_____
104-4-10	Removal of Existing Concrete	SY	67	\$_____	\$_____
110-21	Tree Protection Barrier	LF	192	\$_____	\$_____
522-1	Concrete Sidewalks, 4" thickness	SY	387.9	\$_____	\$_____
522-2	Concrete Sidewalks and Driveways, 6" thickness	SY	123.3	\$_____	\$_____
570-1-2	Performance Turf (Bahia Sod)	SY	270	\$_____	\$_____
700-3-101	Sign Panel, Furnish & Install Ground Mount Up to 12 SF	EA	62	\$_____	\$_____
700-12-21	Transit Stop Lighting (Flagging Device), Furnish and Install, Ground Mount-Solar	AS	43	\$_____	\$_____
751-36-11	Bicycle Rack, Furnish & Install, 1-2 Bicycle	EA	121	\$_____	\$_____
751-37	Trash Receptacle	EA	60	\$_____	\$_____
751-65-12	Bicycle Locker, Furnish & Install, 1-2 Bicycle	EA	28	\$_____	\$_____
751-66-12	Bicycle Repair Station, Furnish & Install	EA	17	\$_____	\$_____

**TOTAL OF BASE BID ITEMS**

---

TOTAL BASE BID IN WORDS

\$ \_\_\_\_\_  
TOTAL BASE BID IN FIGURES

---

**Company Name**

---

**Authorized Signature**

---

**Title**

SUBCONTRACTORS

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

---

Name

---

Street, City, State, Zip

---

Name

---

Street, City, State, Zip

---

Name

---

Street, City, State, Zip

---

Name

---

Street, City, State, Zip

SURETY

\_\_\_\_\_ whose address is

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

\_\_\_\_\_ doing business at

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
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 \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_  
Secretary



**FLORIDA BID BOND**

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

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

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ in the State of \_\_\_\_\_,

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

\_\_\_\_\_

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for ITB #ITB 22-007/  
FINAL MILE BIKE PARKING FACILITIES, 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 Bid and the detailed Specifications, entitled:

**ITB 22-007**  
**FINAL MILE BIKE PARKING FACILITIES**

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
SURETY

By \_\_\_\_\_  
ATTORNEY-IN-FACT

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





**SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid or Bid for \_\_\_\_\_  
\_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
\_\_\_\_\_

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

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

\_\_\_\_Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

\_\_\_\_The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

**INDEMNIFICATION FORM**

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City of Key West and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify the City of Key West for the negligent acts or omissions of the City of Key West, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

CONTRACTOR: \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_











By: \_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Signature)

Sworn and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

## **BIDDER'S CHECKLIST**

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood. [ ]
2. All blank spaces in Bid filled in, using black ink. [ ]
3. Total and unit prices added correctly and attached Schedule of Values [ ]
4. Addenda acknowledged. [ ]
5. Subcontractors are named as indicated in the Bid. [ ]
6. Experience record included. [ ]
7. Bid signed by authorized officer. [ ]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [ ]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [ ]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [ ]
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. [ ]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [ ]

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**PART 2**

**CONTRACT FORMS**

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## CONTRACT AGREEMENT

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Key West, hereinafter called the "Owner", and

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hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own Proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances necessary for installation of bicycle racks, bicycle lockers, fix it stations, sidewalk, sod, signage, trash receptacles and any scope assigned by the City located throughout the City of Key West, FL, to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, all in full compliance with the Contract Documents referred to herein:

INVITATION TO BID, INSTRUCTIONS TO BIDDER, PROPOSAL, PERFORMANCE AND PAYMENT BONDS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, SPECIFICATIONS, DRAWINGS AND ADDENDA, which consists of **ITB #ITB 22-007 FINAL MILE BIKE PARKING FACILITIES** are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within One hundred & eighty (**180**) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

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

In the event that the Contractor shall fail to complete the work within the time limit established or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$1,197.00 per day. Sundays and legal holidays shall be included in determining days in default.

This Contract will automatically expire and be terminated two (2) year after the date of the execution of the Contract by the Owner, unless Owner grants a one-year contract extension at the discretion of the City.

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

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

**CITY OF KEY WEST**

By\_\_\_\_\_

Printed\_\_\_\_\_

Title\_\_\_\_\_

**CONTRACTOR**

By\_\_\_\_\_

Printed\_\_\_\_\_

Title\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for Owner

\* \* \* \* \*

**FLORIDA PERFORMANCE BOND**

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

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

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices at \_\_\_\_\_

hereinafter called the CONTRACTOR (Principal), and

\_\_\_\_\_

with offices at \_\_\_\_\_

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

\_\_\_\_\_, hereinafter called the CITY (Obligee), in the sum of:

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

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated \_\_\_\_\_, 20\_\_\_\_, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract

performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

**IN WITNESS WHEREOF**, the above parties bonded together have executed this instrument this day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By: \_\_\_\_\_

(SEAL)

ATTEST

**SURETY**

By: \_\_\_\_\_

(SEAL)

ATTEST



**FLORIDA PAYMENT BOND**

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

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

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices at \_\_\_\_\_

hereinafter called the CONTRACTOR, (Principal), and

\_\_\_\_\_

with offices at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

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

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

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

**ITB #22-007 FINAL MILE BIKE PARKING FACILITIES** attached hereto, with the CITY, dated \_\_\_\_\_, 20\_\_\_\_, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

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

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

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

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

**IN WITNESS WHEREOF**, the above parties bounded together have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By: \_\_\_\_\_

(SEAL)

ATTEST

**SURETY**

By: \_\_\_\_\_

(SEAL)

ATTEST

## **LICENSE REQUIREMENT AND COST**

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not to Exceed \$410.00.

## **CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT**

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website:

<http://cityofkeywest-fl.gov/317/Licensing-Division>

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**PART 3**

**CONDITIONS OF THE CONTRACT**

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## **GENERAL CONDITIONS**

### **DEFINITIONS**

1. AS APPROVED
2. AS SHOWN, AND AS INDICATED
3. CONTRACT COMPLETION
4. DAYS
5. DRAWINGS
6. NOTICE
7. NOTICE TO PROCEED
8. OR EQUAL
9. OWNER
10. SUBSTANTIAL COMPLETION

### **CONTRACT DOCUMENTS**

11. INTENT OF CONTRACT DOCUMENTS
12. DISCREPANCIES AND OMISSIONS
13. CHANGES IN THE WORK
14. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS
15. DOCUMENTS TO BE KEPT ON THE JOBSITE
16. ADDITIONAL CONTRACT DOCUMENTS
17. OWNERSHIP OF CONTRACT DOCUMENTS
18. CONFLICT OF INTEREST

### **THE ENGINEER**

19. AUTHORITY OF THE ENGINEER
20. DUTIES AND RESPONSIBILITIES OF THE ENGINEER
21. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES
22. REJECTED WORK
23. LINES AND GRADES
24. SUBMITTALS
25. DETAIL DRAWINGS AND INSTRUCTIONS

### **THE CONTRACTOR AND HIS EMPLOYEES**

26. CONTRACTOR, AN INDEPENDENT AGENT
27. SUBCONTRACTING
28. INSURANCE AND LIABILITY
29. INDEMNITY
30. EXCLUSION OF CONTRACTOR CLAIMS
31. TAXES AND CHARGES
32. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS
33. CODES, ORDINANCES, PERMITS, AND LICENSES
  - A. PERMIT FOR WORK WITHIN RIGHTS OF WAY
  - B. NOISE ORDINANCE
  - C. LICENSES
  - D. WORK DURING HOLIDAYS
34. SUPERINTENDENCE
35. RECEPTION OF ENGINEER'S COMMUNICATIONS
36. SAFETY
37. PROTECTION OF WORK AND PROPERTY
38. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY
39. MATERIALS AND APPLIANCES
40. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA,

AND OTHER CODE REQUIREMENTS

- 41. SUBSTITUTION OF MATERIALS
- 42. TESTS, SAMPLES, AND OBSERVATIONS
- 43. ROYALTIES AND PATENT
- 44. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT
- 45. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

**PROGRESS OF THE WORK**

- 46. BEGINNING OF THE WORK
- 47. SCHEDULES AND PROGRESS REPORTS
- 48. PROSECUTION OF THE WORK
- 49. OWNER'S RIGHT TO RETAIN IMPERFECT WORK
- 50. OWNER'S RIGHT TO DO WORK
- 51. OWNER'S RIGHT TO TRANSFER EMPLOYMENT
- 52. DELAYS AND EXTENSION OF TIME
- 53. DIFFERING SITE CONDITION
- 54. LIQUIDATED DAMAGES
- 55. OTHER CONTRACTS
- 56. USE OF PREMISES
- 57. SUBSTANTIAL COMPLETION DATE
- 58. PERFORMANCE TESTING
- 59. OWNER'S USE OF PORTION OF THE WORK
- 60. CUTTING AND PATCHING
- 61. CLEANING UP

**PAYMENT**

- 62. CHANGE ORDERS
  - A. UNIT PRICE
  - B. LUMP SUM
  - C. COST REIMBURSEMENT WORK
- 63. CLAIMS FOR EXTRA WORK
- 64. RELEASE OF LIENS OR CLAIMS
- 65. FINAL PAYMENT
- 66. NO WAIVER OF RIGHTS
- 67. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

## **DEFINITIONS**

In conjunction with the terms and their associated definitions detailed in **Attachment D: Division 1 Specifications, Section 1-3**, the following terms as applied in the Contract Document shall be interpreted with the following intent and meaning:

### **1. AS APPROVED**

The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Engineer for conformance with the Contract Document".

### **2. AS SHOWN, AND AS INDICATED**

The words "as shown" and "as Indicated" shall be understood to be followed by the words "on the Drawings".

### **3. CONTRACT COMPLETION**

The "Contract Completion" is the date the Owner accepts the entire work as being in compliance with the Contract Documents, or formally waives nonconforming work to extent of nonconformity, and issues the final payment in accordance with the requirements set forth in Article, "Final Payment" of these General Conditions.

### **4. DAYS**

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days. Business day or working day means any day other than Saturday, Sunday, or legal holiday.

### **5. DRAWINGS**

The term "Drawings" refers to the official Drawings, Profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which shows the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents, or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

### **6. NOTICE**

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communication delivered in person or by registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

### **7. NOTICE TO PROCEED**

A written notice given by the Owner to the Contractor (with a copy to the Engineer) fixing the date on which the Contract time will commence to run and on which the Contractor shall start to perform his obligation under the Contract Documents. The Notice to Proceed will be given within 30 days following the execution of the Contract by the Owner.

### **8. OR EQUAL**

The term "or equal" shall be understood to indicate that the "equal" Product is equivalent to or better than the Product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the Project design requirements will be made by the Engineer. Such equal Products shall not be purchased or installed by the Contractor without written authorization.

### **9. OWNER**

The person, organization, or public body identified as such in the Contract Documents. Wherever in these Documents the word

"Owner" appears, it shall be understood to mean the City of Key West whose address is 1300 White Street, P.O. Box 1409, Key West, Florida 33041-1409.

## **10. SUBSTANTIAL COMPLETION**

"Substantial Completion" shall be that degree of completion of the Project or a defined portion of the Project, as evidenced by the Engineer's written notice of Substantial Completion, sufficient to Provide the Owner, at his discretion, the full-time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility shall be that degree of completion that has Provided a minimum of 7 continuous days of successful, trouble-free, operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Engineer. All equipment contained in the work, plus all other components necessary to enable the Owner to operate the facility in a manner that was intended, shall be complete on the substantial completion date.

## **CONTRACT DOCUMENTS**

### **11. INTENT OF CONTRACT DOCUMENTS**

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the 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. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Execution of the Contract by the Contractor is a presentation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect on the first published date of the Invitation to Bid, except as may be otherwise specifically stated. However, no Provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the Provisions of Article LIMITATIONS ON ENGINEER'S RESPONSIBILITIES.

### **FEDERAL REQUIREMENTS**

This Project is funded by the City of Key West. The Contractor and Subcontractors shall comply with Federal Requirements. Should there be non-compliance with Federal Requirements, the Contractor and Subcontractors will be notified by written communication or by email of all compliance deficiencies.

- 11.1 Bidders must meet all city prequalification requirements along with FHWA 1273 (Attachment D)
- 11.2 Access to Records: Authorized representatives of the City of Key West, the Federal Highway Administration (FHWA), the Florida Department of Transportation (FDOT) shall have access to, for the purpose of inspection, any books, documents, papers, and records of the CONTRACTOR that are pertinent to this Agreement/Contract for up to five years from project closeout.
- 11.3 Access to Work Sites: Authorized representatives of the City of Key West, the Federal Highway Administration (FHWA), the Florida Department of Transportation (FDOT), shall have access to the Work site(s) at any reasonable time. The CONTRACTOR shall cooperate (including making available working copies of documents and supplementary materials) during Work site inspections conducted by the OWNER and state and federal agencies.
- 11.4 Debarment and Suspension Reference Attachment B: Suspension and Debarment Certification



- 11.5 Equal Employment Opportunity: Reference Attachment H
- 11.6 Disadvantaged Business Enterprise: Reference LAP Division 1 Specifications, Attachment C
- 11.7 Minority Owned Business Enterprise: Utilization of minority and Women-Owned firms and enterprises are encouraged.
- 11.8 Buy America: Reference LAP Division 1 Specifications, Attachment C
- 11.9 Prohibition Against Convict Produced Materials: Reference LAP Division 1 Specifications, Attachment C
- 11.10 FHWA 1273: Reference Attachment D: Required Contract Provisions; must physically incorporate in all contracts and subcontracts; may not be altered from the published version that can be obtained at: <http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>.
- 11.11 Lobbying: Reference Attachment E and Attachment F: Certification and Disclosure of Lobbying Activities
- 11.12 Non-Collusion Declaration and Compliance with 49 CFR §29: Reference Required Forms
- 11.13 Prevailing Minimum Wage Compliance: Reference Attachment G: Davis-Bacon Wage Table
- 11.14 Standardized Change Condition Contract Clauses: Standardized Changed Conditions per 23 CFR 635.109 apply to this Contract.
- 11.15 The follow items will not be allowed in this contract.
  - 1 Per 23 CFR 635.409 and 23 CFR 635.407, preferences for state or locally produced materials will not be allowed in this contract. Materials furnished by the Local Agency through tax savings programs will not be allowed unless a public interest finding is approved by FDOT.
  - 2 Per 23 CFR 140 / 2 CFR 200.313 and 23 U.S.C. 302, Contractor Purchased Equipment for State or local Ownership.
  - 3 23 CFR 635.112(e), Public Agencies in Competition with the Private Sector.
  - 4 23 CFR 635.106, Publicly owned Equipment.
  - 5 Federal Aid programs do not allow Local Hiring Preferences (23 CFR 635.117) for LAP projects. The City's Local Preference Ordinance will not apply to this project.
  - 6 This Proposal will not limit projects to domestic-owned contractors only.
  - 7 The City has elected not to use incentive/disincentive clauses in this proposal.
  - 8 Indian Preference is not allowed on this contract
  - 9 Owner Force Account Contracting is not allowed on this contract
- 11.16 Bid Opportunity Data and Submission: FDOT DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBE's. Bid opportunity instructions to contractors are included in FDOT Form # [275-030-11](#) available at FDOT's website: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>. Reference Attachment L for more information.  
  
Please complete DBE Bid Opportunity Form # [375-040-62](#) and submit with bid. Reference Attachment M for more information.
- 11.17 E-Verify: Reference LAP Division 1 Specifications, Attachment C, Page 29, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system.
- 11.18 Compliance with Regulations: Reference Attachments H and I.

## 12. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will

clarify discrepancies or omissions, in writing, within a reasonable time. The Contractor shall not be liable to the Owner, for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Owner. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owners Representative and Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

In resolving inconsistencies among two or more sections of the Contract Documents, Precedence shall be given in the following order:

- A. CONTRACT
- B. BID
- C. SUPPLEMENTARY CONDITIONS
- D. INVITATION TO BID
- E. INSTRUCTIONS TO BIDDERS
- F. GENERAL CONDITIONS
- G. SPECIFICATIONS
- H. DRAWINGS

Addenda shall take Precedence over all sections referenced therein. Figure dimensions on Drawings shall take Precedence over scale dimensions. Detailed Drawings shall take Precedence over general Drawings.

### **13. CHANGES IN THE WORK**

The Owner, without notice to the Sureties and without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the Engineer may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the Project, but otherwise, except in an emergency endangering life and Property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the Owner, countersigned by the Engineer.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated Profits.

### **14. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS**

The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, or with the Engineer either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.

### **15. DOCUMENTS TO BE KEPT ON THE JOBSITE**

The Contractor shall keep one copy of the Contract Documents on the job- site, in good order, available to the Engineer and to his representatives.

The Contractor shall maintain on a daily basis at the jobsite, and make available to the Engineer on request, one current record set of the Drawings which have been accurately marked to indicate all modifications in the completed work that differ from the design information shown on the Drawings. Upon Substantial completion of the work, the Contractor shall give the Engineer one complete set of these marked up record Drawings.

### **16. ADDITIONAL CONTRACT DOCUMENTS**

Copies of Contract Documents or Drawings may be obtained on request from the Engineer and by paying the actual cost of reproducing the Contract Documents or Drawings.

## **17. OWNERSHIP OF CONTRACT DOCUMENTS**

All portions of the Contract Documents, and copies thereof furnished by the Engineer are instruments of service for this Project. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Owner, and unless otherwise indicated the Owner shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. They are not to be used on other work and are to be returned to the Engineer at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the Engineer will be at the risk of the user and without liability or legal expense to the Engineer. Such user shall hold the Engineer harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the Engineer to further compensation at rates to be agreed upon by the user and the Engineer.

## **18. CONFLICT OF INTEREST**

Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

## **THE ENGINEER**

### **19. AUTHORITY OF THE ENGINEER**

The Engineer will be the Owner's representative during the construction period. His authority and responsibility will be limited to the Provisions set forth in these Contract Documents. The Engineer will have the Authority to reject work that does not conform to the Contract Documents. However, neither the Engineer's authority to act under this Provision, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, their respective Sureties, any of their agents or employees, or any other person performing any of the work.

### **20. DUTIES AND RESPONSIBILITIES OF THE ENGINEER**

The Engineer will make periodic visits to the site at various stages of construction to observe the Progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He will not make comprehensive or continuous review or observation to check quality or quantity of the work, and will not be responsible for construction means, methods, techniques, sequences, or Procedures, or for safety Precautions and Programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety Precautions, in conformance with the intent of the Contract.

The Engineer will make recommendations to the Owner, in writing, on all claims of the Owner or the Contractor arising from interpretation or execution of the Contract Documents. Such recommendations will be of factual and/or technical nature, and will not include the legal interpretation of the Contract Documents. Any necessary legal interpretation of the Contract Document will be made by the Owner. Such recommendation shall be necessary before the Contractor can receive additional money under the terms

of the Contract. Changes in work ordered by the Engineer shall be made in compliance with Article CHANGES IN THE WORK.

One or more Project representatives may be assigned to observe the work. It is understood that such Project representatives shall have the authority to issue notice of nonconformance and make decisions within the limitations of the authority of the Engineer. The Contractor shall furnish all reasonable assistance required by the Engineer or Project representatives for Proper observation of the work. The above-mentioned Project representatives shall not relieve the Contractor of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety Precautions, in conformance with the intent of the Contract.

## **21. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES**

Engineer will not be responsible for Contractor's means, methods, techniques, sequences, or Procedures of construction, or the safety Precautions and Programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "Proper", or "satisfactory", or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the Provisions of this Article.

## **22. REJECTED WORK**

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to expiration of the warranty period, shall be removed and replaced by work which shall conform to the Provisions of the Contract Documents. Any material condemned or rejected shall be removed at once from the Project site.

Failure on the part of the Engineer to condemn or reject bad or inferior work or to note nonconforming materials or equipment on Contractor submittals shall not be construed to imply acceptance of such work. The Owner shall reserve and retain all of its rights and remedies at law against the Contractor and its Surety for correction of any and all latent defects discovered after the guarantee period.

## **23. LINES AND GRADES**

Lines and grades shall be established as provided in the supplementary conditions. All stakes, marks, and other reference information shall be carefully Preserved by the Contractor, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information shall be replaced at the Contractor's expense.

It will be the Contractor's responsibility to layout the work and to transfer elevations from benchmarks. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facilities.

The Contractor shall furnish all surveys, labor, and equipment, including setting all alignment and gradient, grade stakes, batter boards, and everything necessary to lay out his work. The Contractor shall be responsible for maintaining and re-establishing at his expense, all control points. After completion of his construction, he shall reset all permanent monuments at their original locations and elevations through the use of registered surveys.

Layout work may be checked by the Engineer, and the Contractor shall furnish all necessary labor, equipment, and materials, and shall cooperate and assist the Engineer in making such checks.

The dimensions for lines and elevations for grades of the structures, appurtenances, and utilities will be shown on Drawings attached to this contract, together with other pertinent information required for laying out the work. If site conditions vary from those indicated, the Contractor shall notify the Engineer immediately, who will make any minor adjustment as required.

## **24. SUBMITTALS**

After checking and verifying all field measurements and after complying with applicable Procedures specified in Division I, GENERAL REQUIREMENTS, Contractor shall submit to Engineer, in accordance with the schedule for submittals for review, shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment), which shall bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submittal. All submittals shall be identified as Engineer may require. The data shown shall be complete with respect to quantities, dimensions specified, performance and design criteria, materials, and similar data to enable Engineer to review the information. Contractor shall also submit to Engineer for review, with such Promptness as to cause no delay in work, all samples required by the Contract Documents. All samples shall have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each submittal, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each submittal with other submittals and with the requirements of the work and the Contract Documents.

At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the submittal may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Engineer for review and approval of each variation.

Engineer will review submittals with reasonable Promptness, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or Procedures of construction (except where a specific means, method, technique, sequence, or Procedure of construction is indicated in or required by the Contract Documents) or to safety Precautions or Programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on Previous submittals.

Engineer's review of submittals shall not relieve Contractor from the responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission and Engineer has given written approval of each such variation by a specific written notation thereof incorporated therein or accompanying the shop drawing or sample approval; nor will any approval by Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the Provisions herein.

Where a shop drawing or sample is required by the specifications, any related work performed prior to Engineer's review and approval of the pertinent submission shall be at the sole expense and responsibility of the Contractor.

## **25. DETAIL DRAWINGS AND INSTRUCTIONS**

The Engineer will furnish, with reasonable Promptness, additional instructions by means of Drawings or otherwise, if, in the Engineer's opinion, such are required for the Proper execution of the work. All such Drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

## **THE CONTRACTOR AND HIS EMPLOYEES**

### **26. CONTRACTOR, AN INDEPENDENT AGENT**

The Contractor shall independently perform all work under this Contract and shall not be considered as an agent of the Owner or of the Engineer, nor shall the Contractor's Subcontractors or employees be subagents of the Owner or of the Engineer.

Assignment of any part or the whole of this Contract shall be subject to review and approval of the City Commission.

**27. SUBCONTRACTING**

Unless modified in the Supplementary Conditions, within 10 days after the execution of the Contract, the Contractor shall submit to the Engineer the names of all Subcontractors Proposed for the work, including the names of any Subcontractors that were submitted with the Bid. The Contractor shall not employ any subcontractors to which the Owner may object to as lacking capability to properly perform work of the type and scope anticipated.

The Contractor is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or Engineer.

**28. INSURANCE AND LIABILITY**

Contractor shall maintain limits no less than those stated below:

Contractor is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$2,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$2,000,000	Occurrence / Aggregate

Contractor shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. Contractor will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the Contractor shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Contract. Further, Contractor shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, contractor's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. Contractor shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

Contractor's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

Contractor will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Contractor will notify City of Key West immediately by telephone at (305) 809-3867 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the contractor.

### **NO PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the Provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

### **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 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. If requested, Contractor shall Provide Proof of Florida Licensure for all insurance companies. The City of Key West and the Florida Department of Transportation shall be named as Additional Insured on the insurance certificates.

### **29. INDEMNITY**

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City of Key West and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify the City of Key West for the negligent acts or omissions of the City of Key West, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

### **30. EXCLUSION OF CONTRACTOR CLAIMS**

In performing its obligations, the Engineer and its consultants may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the Engineer, its officers, employees, agents, and consultants for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed.

### **31. TAXES AND CHARGES**

The Contractor shall withhold and pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

### **32. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS**

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their Provisions throughout the performance of the Contract.

### **33. CODES, ORDINANCES, PERMITS AND LICENSES**

The Contractor shall keep himself fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said codes and ordinances, laws, and regulations, and Protect and indemnify the Owner, the Engineer and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for Prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified.

#### **A. PERMIT FOR WORK WITHIN LOCAL RIGHTS OF WAY**

The Contractor shall obtain from the City of Key West the necessary permits for work within the rights of way. The Contractor shall abide by all regulations and conditions, including maintenance of traffic. RIGHT OF WAY Permit fees will be waived by the City for work within the City's RIGHT OF WAY.

#### **B. NOISE ORDINANCE**

City of Key West has a noise ordinance that allows working hours between 8:00 AM to 7:00 PM, Monday through Friday, and 9:00 AM to 5:00 PM on Saturday. No work should be performed during Sundays or City Holidays, State Holidays and National Holidays. Any construction operations outside these hours and these days will require a variance from the City of Key West Commission.

#### **C. "LICENSES"**

**THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH LICENSE 10 DAYS PRIOR TO AWARD OF CONTRACT.**

Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 18 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

1. City of Key West Tax License Receipt;
2. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida
3. A valid occupational license issued by the City of Key West, Florida.

#### **D. WORK DURING HOLIDAYS**

There shall be no work during City Holidays, State Holidays and National Holidays. Any construction operations during these days shall be approved by the City of Key West Commission.

### **34. SUPERINTENDENCE**

The Contractor shall keep at the Project site, competent supervisory personnel. The Contractor shall designate, in writing, before starting work, a Project superintendent who shall be an employee of the Contractor and shall have complete authority to represent and to act for the Contractor. Engineer shall be notified in writing prior to any change in superintendent assignment. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and Procedures, and for providing adequate safety Precautions and coordinating all portions of the work under the Contract. It is specifically understood and agreed that the Engineer, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, Procedures, or for providing adequate safety Precautions in connection with the work under Contract.

The Contractor shall keep at the project site, competent supervisory personnel, able to read, write and speak English to effectively communicate with City staff.



### **35. RECEPTION OF ENGINEER'S COMMUNICATIONS**

The superintendent shall receive for the Contractor all communications from the Engineer. Communications of major importance will be confirmed in writing upon request from the Contractor.

The Engineer may schedule Project meetings for the purposes of discussing and resolving matters concerning the various elements of the work. Time and place for these meetings and the names of persons required to be Present shall be as determined by the Engineer. Contractor shall comply with these attendance requirements and shall also require his Subcontractors to comply.

### **36. SAFETY**

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety Provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Engineer to conduct construction review of the work does not include review or approval of the adequacy of the Contractor's safety program, safety supervisor, or any safety measures taken in, on, or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

### **OCCUPATIONAL SAFETY AND HEALTH**

The Contractor shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract.

The Bidder further agrees, as evidenced by signing the Bid that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

### **37. PROTECTION OF WORK AND PROPERTY**

The Contractor shall at all times safely guard and Protect from damage the Owner's Property, adjacent Property, and his own work from injury or loss in connection with this Contract. All facilities required for Protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained.

The Contractor shall Protect his work and materials from damage due to the nature of the work, the elements, carelessness of other contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the Prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

## HISTORIC PRESERVATION

The Contractor shall comply with Florida's Archives and Historic Act (Florida Statutes, Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the project.

### **38. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY**

In case of an emergency which threatens loss or injury of Property, and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Engineer, as the situation may warrant. The Contractor shall notify the Engineer thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Owner through the Engineer and the amount of compensation shall be determined by agreement.

### **39. MATERIALS AND APPLIANCES**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, heat, light, fuel, power, transportation, construction equipment and machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the work. At contract completion, no equipment purchased by the contractor shall be transferred to state or local ownership.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the Project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

### **40. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS**

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed (including Owner-furnished equipment) in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and Subcontractors of the Provisions of this Article.

### **41. SUBSTITUTION OF MATERIALS**

Except for Owner-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, Product, fixture, form, type of construction, or Process is indicated or specified by patent or Proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or Process desired. This Procedure is not to be construed as eliminating from competition other Products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The Contractor may, in such cases, submit complete data to the Engineer for consideration of another material, type, or Process that shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Engineer will be the sole judge of the substituted article or material.

### **42. TESTS, SAMPLES, AND OBSERVATIONS**

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Engineer. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Owner, Engineer, and authorized government agents, and their representatives shall at all times be Provided safe access to the work wherever it is in Preparation or Progress, and the Contractor shall Provide facilities for such access and for observations, including maintenance of temporary and permanent access.

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the Contractor shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Engineer, and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the Contractor shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the Contractor.

#### **43. ROYALTIES AND PATENTS**

The Contractor shall pay all royalty and licenses fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and the Engineer harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

#### **44. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT**

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the Contractor, its Subcontractors, or respective employees or if the Engineer should fail to make recommendation for payment to the Owner or return payment request to Contractor for revision within 30 days after it is due, or if the Owner should fail to pay the Contractor within 30 days after time specified in Article PARTIAL PAYMENTS, any sum recommended by the Engineer, then the Contractor may, upon 15 days' written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all acceptable work performed and reasonable termination expenses, unless said default has been remedied.

#### **45. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD**

The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work or within 2 years after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by Subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article SUBSTANTIAL COMPLETION, and Article SUBSTANTIAL COMPLETION DATE, in these General Conditions.

The Contractor also agrees to hold the Owner and the Engineer harmless from liability of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the Owner may have the defective work corrected or the rejected work removed and replaced, and the Contractor and his Surety shall be liable for the cost thereof.

### **PROGRESS OF THE WORK**

#### **46. BEGINNING OF THE WORK**

Following execution of the Contract, the Contractor shall meet with the Owner and Engineer relative to his arrangements for prosecuting the work.

#### **47. SCHEDULES AND PROGRESS REPORTS**

Prior to starting the construction, the Contractor shall Prepare and submit to the Engineer, a Progress schedule showing the dates on which each part or division of the work is expected to be started and finished, and a Preliminary schedule for submittals. The Progress schedule for submittals shall be brought up to date and submitted to the Engineer at the end of each month or at such other times the Engineer may request.

The Contractor shall forward to the Engineer, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These Progress reports shall indicate the date of the purchase order, the current percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the submitted progress schedule, the Contractor shall submit in writing a plan acceptable to the Owner and Engineer for bringing the work up to schedule.

The Owner shall have the right to withhold Progress payments for the work if the Contractor fails to update and submit the Progress schedule and reports as specified.

#### **48. PROSECUTION OF THE WORK**

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the Project as may be required, to complete the Project as contemplated in the Contract Documents and the progress schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall give timely notice to the Engineer to allow satisfactory arrangements to be made for observing the work in Progress.

#### **49. OWNER'S RIGHT TO RETAIN IMPERFECT WORK**

If any part or portion of the work completed under this contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work but will make such deductions in the final payment therefore as may be just and reasonable.

#### **50. OWNER'S RIGHT TO DO WORK**

Should the Contractor neglect to Prosecute the work in conformance with the Contract Documents or neglect or refuse at his own cost to remove and replace work rejected by the Engineer, then the Owner may notify the Surety of the condition, and after 10 days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without Prejudice to any other right which the Owner may have under Contract, or otherwise, take over that portion of the work which has been improperly or non-timely executed, and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

#### **51. OWNER'S RIGHT TO TRANSFER EMPLOYMENT**

If the Contractor should abandon the work or if he should persistently or repeatedly refuse or should fail to make Prompt payment to Subcontractors for material or labor, or to persistently disregard laws, ordinances, or to Prosecute the work in conformance with the Contract Documents, or otherwise be guilty of a substantial violation of any Provision of the Contract or any laws or ordinance, then the Owner may, without Prejudice to any other right or remedy, and after giving the Contractor and Surety 10 days' written notice, transfer the employment for said work from the Contractor to the Surety. Upon receipt of such notice, such Surety shall enter upon the Premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ by Contract or otherwise, any qualified person or persons to finish the work and Provide the materials therefore, in accordance with the Contract Documents, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

If, after the furnishing of said written notice to the Surety, the Contractor and the Surety still fail to make reasonable Progress on the

performance of the work, the Owner may terminate the employment of the Contractor and take possession of the Premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient and charge the cost thereof to the Contractor and the Surety. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor and the Surety shall pay the difference to the Owner.

#### TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- A. Owner shall have the right to terminate this Contract without cause by written notice of Termination to the Contractor. In the event of such termination for convenience, the Contractor's recovery against the Owner shall be limited to that portion of the Contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred. Contractor shall not be entitled to any other or further recovery against the Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- B. The Owner shall have the right to suspend all or any portions of the Work upon giving the Contractor prior written notice of such suspension. If all or any portion of the Work is so suspended, the Contractor shall be entitled to reasonable costs, expenses and time extension associated with the suspension.

#### 52. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the Progress of the work by any act or neglect of the Owner or the Engineer, or by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the Contractor, within 48 hours of the start of the occurrence, gives written notice to the Owner of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the Contractor gives written notice to the Owner of any actual time extension requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the Engineer determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time.

No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract. No extension of time will be considered for weather conditions reasonably anticipated for the area in which the work is being performed. Reasonably anticipated weather conditions will be based on official records of monthly Precipitation and other historical data. Adverse weather conditions, if determined to be of a severity that would impact Progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the Contractor or his Subcontractors, including Owner-selected equipment shall not be considered as a just cause for delay, unless the Owner determines that for good cause the delay is beyond the control of the Contractor. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

Reference LAP Division 1 Specifications, Attachment D, Section 8-7.3.2, Contract Time Extensions.

#### 53. DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Owner and Engineer of:

- A. Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract,
- B. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Engineer will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this Contract,

whether or not changed as a result of the conditions, and equitable adjustment shall be made under this Article and the Contract modified in writing accordingly.

No request by the Contractor for an equitable adjustment to the Contract under this Article will be allowed, unless the Contractor has given the written notice required; Provided that the time prescribed above for giving written notice may be extended by the Owner.

No request by the Contractor for an equitable adjustment to the Contract for differing site conditions will be allowed if made after final payment under this Contract.

**54. LIQUIDATED DAMAGES**

Should the Contractor fail to complete the work or any part thereof in the time agreed upon in the Contract Documents or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays included, that project outlined in Contract Documents remains uncompleted after the completion date. Liquidated damages shall be assessed. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty but as liquidated damages, which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due or that may become due the Contractor or the amount of such damages shall be due and collectible from the Contractor or Surety.

<b>Original Contract Amount</b>	<b>Daily Charge Per Calendar Day</b>
\$50,000 and Under	\$868
Over \$50,000 but less than \$250,000	\$882
\$250,000 but less than \$500,000	\$1,197
\$500,000 but less than \$2,500,000	\$1,694
\$2,500,000 but less than \$5,000,000	\$2,592
\$5,000,000 but less than \$10,000,000	\$3,786

**55. OTHER CONTRACTS**

The Owner reserves the right to let other Contracts in connection with the work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the work under this Contract depends for Proper execution or results upon the work of any other Contractor, utility service company or Owner, the Contractor shall inspect and Promptly report to the Engineer in writing any patent or apparent defects to deficiencies in such work that render it unsuitable for such Proper execution and results. The Contractor's failure to so report shall constitute and acceptance of the work by others as being fit and Proper for integration with work under this Contract, except for latent or non-apparent defects and deficiencies in the work.

**56. USE OF PREMISES**

The Contractor shall confine his equipment, the storage of materials and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the Premises with his materials. The Contractor shall provide, at his own expense, the necessary rights of way and access to the work, which may be required outside the limits of the Owner's Property and shall furnish the Engineer copies of permits and agreements for use of the Property outside that provided by the Owner.

The Contractor shall not load nor permit any part of the structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent Property to stresses or Pressures that will endanger it.

## **57. SUBSTANTIAL COMPLETION DATE**

The Engineer may issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the Owner will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents. See SUBSTANTIAL COMPLETION under DEFINITIONS of these General Conditions.

## **58. PERFORMANCE TESTING**

Operating equipment and systems shall be performance tested in the Presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the Engineer. Schedule such testing with the Engineer at least one week in advance of the planned date for testing.

## **59. OWNER'S USE OF PORTIONS OF THE WORK**

Following issuance of the written notice of Substantial Completion, the Owner may initiate operation of the facility. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the Owner.

## **60. CUTTING AND PATCHING**

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together Properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings.

## **61. CLEANING UP**

The Contractor shall, at all times, keep Property on which work is in Progress and the adjacent Property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from his operations.

# **PAYMENT**

## **62. PAYMENT FOR CHANGE ORDERS**

The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, material, rentals, approved services, overhead, and profit. Owner may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the Contractor for the work or alteration defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay, or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject Change Order.

At the Owner's option, payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below, as applicable:

### **A. UNIT PRICES**

Those unit Prices stipulated in the Bid shall be utilized where they are applicable. In the event the Change Order results in a change in the original quantity that is materially and significantly different from the original bid quantity, a new unit Price shall be negotiated upon demand of either party. Unit Prices for new items included in the Change Order shall be negotiated and mutually agreed upon.

## **B. LUMP SUM**

A total lump sum for the work negotiated and mutually acceptable to the Contractor and the Owner.

Lump sum quotations for modifications to the work shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, material, rentals, approved services, overhead, and Profit, all calculated as specified under "C" below.

## **C. COST REIMBURSEMENT WORK**

The term "cost reimbursement" shall be understood to mean that payment for the work will be made on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work.

If the method of payment cannot be agreed upon Prior to the beginning of the work, and the Owner directs by written Change Order that the work be done on a cost reimbursement basis, then the Contractor shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the Owner.
2. Material delivered and used on the designated work, including sales tax, if paid by the Contractor or his Subcontractor.
3. For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in



actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

4. Additional bond, as required and approved by the owner.
5. Additional insurance (other than labor insurance) as required and approved by the Owner.

In addition to 1 through 5 above, an added fixed fee of 15 percent (%) for general overhead & profit shall be allowed for the CONTRACTOR (or approved SUBCONTRACTOR) actually executing the Cost Reimbursement work.

An additional fixed fee of 5% will be allowed by the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by the SUBCONTRACTOR of a SUBCONTRACTOR.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The Contractor's records shall make clear distinction between the direct costs of work paid for on a cost reimbursement basis and the costs of other work. The Contractor shall furnish the Engineer report sheets in duplicate of each day's cost reimbursement work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the CONTRACTOR or his authorized agent.

The OWNER reserves the right to furnish such materials and equipment as he deems expedient and the CONTRACTOR shall have no claim for profit or added fees on the cost of such materials and equipment. To receive partial payments and final payment for cost reimbursement work, the CONTRACTOR shall submit to the ENGINEER, detailed and complete documented verification of the CONTRACTOR's and any of his SUBCONTRACTORS' actual costs involved in the cost reimbursement work. Such costs shall be submitted within 30 days after said work has been performed.

### **63. CLAIMS FOR EXTRA WORK**

In any case where the Contractor deems additional time or compensation will become due him under this Contract for circumstances other than those defined in Article DELAYS AND EXTENSION OF TIME, the Contractor shall notify the Engineer, in writing, of his intention to make claim for such time or compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. If such notification is not given or if the Engineer is not afforded Proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional time or compensation. Such notice by the Contractor, and fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as Proving the validity of the claim.

No extension of time will be granted to the Contractor for delays resulting from extra work that have no measurable impact on the completion of the total Work under this Contract. Claims for additional time or compensation shall be made in itemized detail and submitted, in writing, to the Owner and Engineer within 10 days following completion of that portion of the work for which the Contractor bases his claim. Failure to make the claim for additional compensation in the manner and within the time specified above shall constitute waiver of that claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article PAYMENT FOR CHANGE ORDERS.

### **64. RELEASE OF LIENS OR CLAIMS**

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City of Key West and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder,

to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify the City of Key West for the negligent acts or omissions of the City of Key West, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

## **65. FINAL PAYMENT**

Upon completion of this contract, the Contractor shall notify the Engineer, in writing, that he has completed it and shall request final payment. The Contractor shall be responsible for keeping an accurate and detailed record of his actual construction. Upon completion of construction and before final acceptance and payment the Contractor shall furnish the Engineer as-built drawings of his construction. Upon receipt of a request for final payment and the as-built drawings the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

### **A. ACCEPTANCE AND FINAL PAYMENT**

Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance and subject to the terms of the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The OWNER will pay the estimate, less any sums that the OWNER may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (6) below.

1. The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the OWNER, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, accepted the balance due or refunded the overpayment, as determined by the OWNER, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the OWNER. To receive payment based on a FINAL PAYMENT CERTIFICATE, The Contractor further agrees, by submitting a FINAL PAYMENT CERTIFICATE that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original FINAL PAYMENT CERTIFICATE, and that he will commence with any such arbitration claim or suit within 15 calendar days from and after the time of final PAYMENT of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.
2. The Contractor has properly maintained the project, as specified hereinbefore.
3. The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the OWNER in the performance of the Contract.
4. The surety on the contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.
5. The Contractor has furnished all required mill tests and analysis reports to the Engineer.
6. The Contractor has furnished as-built drawings in AutoCad and Adobe PDF, in accordance with all supplied data collections and files to be compatible with Esri ArcGIS 10.2.2 Software. The current computing environment consists of:

- Microsoft SQL Server

- Windows 7/Server 2008
- ESRI GIS Platform

#### Interfaces and Integrations

#### **66. NO WAIVER OF RIGHTS**

Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the owner or its employees, shall operate as a waiver of any Provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein Provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under the warranty.

#### **67. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer, as representatives of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work except claims Previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds and warranties, as herein provided.

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**PART 4**

**GENERAL SPECIFICATIONS**

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## 01001: GENERAL SPECIFICATIONS

### **PART 1 - GENERAL**

#### 1.1 PROJECT DESCRIPTION

- A. The following information though not all-inclusive, is given to assist Contractors in the evaluation of the work required to meet the project objectives.
- B. A brief description of the work is stated in the Invitation to Bid. To determine the full scope of the project or of any particular part of the project, coordinate the applicable information in the several parts of these Contract Documents.

#### 1.2 FDOT SPECIFICATIONS

- A. Portions of The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and their Roadway and Traffic Design Standards, hereinafter referred to as the DOT Specifications, are referred to herein and amended, in part, and the same are hereby made a part of this Contract to the extent of such references and shall be as binding upon the Contract as though reproduced herein. Such reference shall mean the current edition, including all supplements. In case of a conflict in the requirements of the DOT Specifications and the requirements stated herein, the DOT Specifications shall prevail.

#### 1.3 MOBILIZATION AND DEMOBILIZATION

- A. Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization will be included in the unit price indicated in the BID.

#### B. DAILY REPORTS

- 1) The CONTRACTOR shall maintain daily reports of construction activities for each site. The report shall include:
  - a) Manpower, number of men by craft
  - b) Quality Control
  - c) Equipment on the Project
  - d) Major deliveries
  - e) Activities worked with reference to the Project items
  - f) New problems
  - g) Other pertinent information
- 2) The reports shall be submitted to the ENGINEER upon request.

#### 1.4 SCHEDULING

- A. Plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the Engineer and Owner's representative to develop an approved work schedule, which will permit the facilities to function as normally as practical. It may be necessary to do certain parts of the work outside normal working hours in order to avoid undesirable conditions. The Contractor shall do this work at such times and at no additional cost to the Owner.
- B. SPECIAL EVENTS: Contractor may be asked to stop work during special events.

## 1.5 COORDINATION

- A. Contractors shall cooperate in the coordination of their separate activities in a manner that will provide the least interference with the Owner's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Engineer.

## 1.6 WORK TO BE PERFORMED BY OTHERS

- A. During the construction period for this project, the Owner (either with his own forces or under a separate contract) may be performing work that may require the cooperation of the Contractors in scheduling and coordination to avoid conflicts.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Engineer.
- C. All Contractors working on this site are subject to this requirement for cooperation, and all shall abide by the Engineer's decision in resolving project coordination problems without additional cost to the Owner.

## 1.7 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can any way affect the work or the cost thereof under this Contract.
- B. The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the Owner or included in these Documents. Failure by the Contractor to become acquainted with the physical conditions of the site and all

available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.

- C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Owner.
- D. The Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

#### 1.8 INFORMATION ON SITE CONDITIONS

- A. General: Any information obtained by the Engineer regarding site conditions, subsurface information, water level, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Engineer upon request. Such information is offered as supplementary information only. Neither the Engineer nor the Owner assumes any responsibility for the completeness or interpretation of such supplementary information.

#### 1.9 DIFFERING SUBSURFACE CONDITIONS

- A. The Engineer shall investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed by the Engineer. If the Engineer finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performing the work, the Engineer will recommend to the Owner the amount of adjustment in cost and time he considers reasonable. The Owner will make the final decision on all Change Orders to the Contract regarding any adjustment in cost or time for completion.

#### 1.10 UTILITIES

- A. During excavation the Contractor shall be responsible for determining, at his cost, the locations of all known utilities in the project area.
- B. Contractor shall notify utility location service (e.g. Call Sunshine 1-800-432-4770) a minimum for 48 hours prior to Project mobilization. Assigned notification number shall be maintained at the job site at all times and recorded in the daily reports.

#### 1.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to telephone, television, gas, water, sewer, or irrigation systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor.
- B. Notify all utility offices, which are affected by the construction operation at least 48 hours in advance. Under no circumstances expose any utility without first obtaining permission from the

appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.

- C. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract
- D. Neither the Owner nor its Officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Contractor shall cooperate with said authority in restoration of service as promptly as possible and the contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
- F. In the event the Contractor encounters water service lines that interfere with trenching, he may, by obtaining prior approval of the property owner, Florida Keys Aqueduct Authority (FKAA), or Fire Department as applicable, and the ENGINEER, cut and restore service with similar and equal materials at the Contractor's expense.
- G. The Contractor shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents or ordered by the Engineer.

#### 1.12 TEMPORARY WATER

- A. The Contractor shall make his own arrangements to obtain suitable water for any need and shall pay all costs.

#### 1.13 TEMPORARY ELECTRIC POWER

- A. The Contractor shall make his own arrangements to obtain and pay for electrical power used until final acceptance by the Owner.

#### 1.14 SAFETY REQUIREMENTS FOR TEMPORARY ELECTRIC POWER

- A. Temporary electric power installation shall meet the construction Safety requirements of NEC, OSHA, State, and other governing agencies.

#### 1.15 SANITARY FACILITIES

- A. The Contractor shall provide and maintain sanitary facilities for his employees and his subcontractor's employees that will comply with the regulations of the local and State Departments of Health and as directed by the Owner.



## 1.16 STORAGE/STAGING OF MATERIALS AND EQUIPMENT

- A. Contractor shall not store or stage any equipment and/or materials within the City of Key West Historic District other than the locations noted in the plans and further specified in Part 6 of the Contract Documents.
- B. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other clean hard surfaces and not on the ground. Materials stored shall be located so as to facilitate prompt inspection. Materials stored in the Right of Way shall be fully barricaded and must be fitted with lights at night. Private property shall not be used for storage purposes without the written permission of the owner or lessee. Materials shall not be stored where access to any structure, plot, or road is blocked.
- C. Delicate instruments and materials subject to vandalism shall be placed under lock and cover and, if necessary, provided with temperature control as recommended by the manufacturer.

## 1.17 CONSTRUCTION SAFETY PROGRAM

- A. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- B. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program or any safety measures taken in, on, or near the construction site.
- C. The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities, or unramped grade changes in pedestrian sidewalk or roadway. Barricades, lights, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.
- D. The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.
- E. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required for safety. Also all barriers shall have a lower horizontal continuous frame member at a maximum of 17" above grade.

## 1.18 ACCIDENT REPORTS

- A. If death or serious injuries or serious damages are caused; the Contractor must promptly report by telephone or messenger to the Engineer. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of or in connection with, the performance of the work whether on, or adjacent, to the site, giving full details and statements of witnesses.
- B. If a claim is made against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

#### 1.19 TRAFFIC MAINTENANCE AND SAFETY

- A. Maintenance of Traffic shall adhere to the FDOT Standard Specifications, current edition and the FDOT Standard Plans for Road Construction.
- B. Comply with all rules and regulations of the state, county, and city authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the owner. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial business operations. Protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- C. Maintenance of Traffic shall be maintained at all construction sites until the work is either completed or any open trenches have been properly covered and all equipment is properly stored. Contractor shall maintain Maintenance of Traffic (MOT) signs in good repairs and required MOT lights should be operative at all times. The Owner shall stop work if MOT is not properly maintained; there shall not be any additional cost to the Owner for this downtime.
- D. When flagmen and guards are required by regulation, permits, or when deemed necessary for safety, they shall be furnished with approved orange wearing apparel and other regulation traffic-control devices. Flaggers shall be certified by State approved agency.
- E. MOT plans shall be submitted with the Project Right of Way Permit application for review and approval by the Engineering Department for work within the City of Key West. Work performed in other rights of way may require separate authorization. It is the contractor's responsibility to obtain said authorization.

#### 1.20 STREET MAINTENANCE

- A. CONTRACTOR shall notify all residents and proprietors adjacent to construction site of work to be performed, more specifically the notice shall state the day and time construction will begin, the name and phone number of the Contractor's representative responsible for the completion of the proposed improvements. Notice shall also include the Owner's representative for the project.

#### 1.21 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner and shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

#### 1.22 HURRICANE PREPAREDNESS PLAN

- A. Within 30 days of the date of Notice to Proceed, the CONTRACTOR shall submit to the ENGINEER and City Representative a Hurricane Preparedness Plan. The plan should outline the necessary measures which the CONTRACTOR proposes to perform at no additional cost to the OWNER in case of a hurricane warning.
- B. In the event of inclement weather, or whenever Owners Representative shall direct, CONTRACTOR will, and will cause Subcontractors to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of Owner's Representative, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of CONTRACTOR or any Subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of the CONTRACTOR.

#### 1.23 SITE RESTORATION AND CLEANUP:

- A. At all times during the work keep the premises clean and orderly and upon completion of daily work repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences regardless of whether these are on private property, or State, County, or City Right of Way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition.

#### 1.24 FINISHING OF SITE, BORROW, AND STORAGE AREAS

- A. Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish and waste materials and properly graded to drain and blend in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend in with the surrounding terrain.

#### 1.25 AREA CLEANUP DURING CONSTRUCTION

- A. Thoroughly clean all spilled dirt, gravel, sand, concrete, or other foreign materials caused by the construction operations from all streets and roads, grass, pathways, or concrete walkways and from adjacent areas at the conclusion of each day's operation. Wet concrete is not to be stored, dumped, or placed on the ground or other structures on any City property at any time. Truck or equipment wash down is not to be performed on City Property.

#### 1.26 PREVENTION

- A. Give all unpaved areas used in the construction area an approved dust-preventive treatment or periodically water to prevent dust during construction. Applicable environmental regulations for dust prevention shall be strictly adhered to.

#### 1.27 PAYMENT

- A. The cost of the work in this section is considered incidental to the contract.

#### 1.28 ALLOWANCES

- A. There are no allowances as part of this contract. Any allowances accepted shall be negotiated per each individual task order.

#### 1.29 ALTERNATES

- A. An alternate is an amount proposed by Proposer and stated on the Proposal Form for certain construction activities defined in the Proposal Requirements that may be added to or deducted from Base Proposal amount if the Owner decides to accept a corresponding change in either the installation or methods described in Contract Documents.
- B. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
- C. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- D. Bidder shall include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

#### 1.30 VALUE ENGINEERING

- A. Not used.

#### 1.31 PROJECT MANAGEMENT / COORDINATION

- A. The person or organization identified as such in the Contract Documents. The Term "Engineer" means Engineer or his authorized representative. Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the City Engineer or his/her authorized representative, who will perform the Contract administrative and field inspections as authorized agents of the Owner.
- B. Engineer will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representatives (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, during any necessary correction period. Engineer will advise and

consult with the Owner and will have authority to act on behalf of the Owner to the extent provided in the Contract Document, unless otherwise modified by written instrument in accordance with other provision of the Contract.

- C. Engineer will determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.
- D. Engineer will provide for coordination of the activities of other Contractors and of the Owner's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other Contractors and Engineer and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the Construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, Engineer and the Owner until subsequently revised.
- E. Engineer will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, Project Manager/Engineer will not be required to make exhaustive or continuous onsite inspections to check quality or quantity of the Work. Engineer will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the work.
- F. Engineer will not have control over or charge of and will not be responsible for construction means, method, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility, and neither will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither Engineer or Owner will have control over, or charge of, or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- G. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through Engineer. Communications by and with consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through Engineer.
- H. Engineer will review and certify all Applications for Payment by the Contractor, including final payment. Engineer will assemble each of the Contractor's Applications for Payment with similar Applications from other Contractors into a Project Application for Payment. After reviewing and certifying the amounts due the Contractors, the Project Application for Payment, along with the applicable Contractors' Applications for Payment, will be processed by Engineer.
- I. Based on Engineer's observations and evaluations of Contractors' Applications for Payment, Engineer will certify the amounts due the Contractors and will issue a Project Approval for Payment.

- J. Engineer will have authority to reject Work which does not conform to the Contract Documents, and to require additional inspection or testing. Subject to review, Engineer will have the authority to reject Work which does not conform to the Contract Documents. Whenever Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, Engineer will have authority to require additional inspection or testing of the work. However, the Engineer's authority to act, will not, nor a decision made by Engineer in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.
- K. Engineer will receive from the Contractor and review and approve all Shop Drawings, Product Data and Samples, coordinate them with information received from other Contractors, and review those recommended for approval. Engineer's actions will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of other Contractors or the Owner.
- L. Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Engineer's action will be taken with such promptness consistent with the constraints of the project schedule so as to cause no delay in the Work of the Contractor or in the activities of the other Contractors, the Owner, or Engineer, while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations stated in Division 01300 and Section 30 of these Contract documents. Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Engineer, of any construction means, methods, techniques, sequences or procedures. Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- M. Engineer will prepare Change Orders and Construction Change Directives.
- N. Following consultation with the Owner, Engineer will take appropriate action on Change Orders or Construction Change Directives in accordance with Section 20 and will have authority to order minor changes in the Work as provided in Division 01050.
- O. Engineer will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Owner or Contractor. Engineer's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of Engineer shall be furnished in compliance with this Paragraph, then delay shall not be recognized on account of failure by Engineer to furnish such interpretations until fifteen (15) days after written request is made for them.
- P. Interpretations and decisions of Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When

making such interpretations and decisions, Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

## 1.32 CONSTRUCTION PROGRESS DOCUMENTATION

### 1.32.1 SCHEDULING OF THE WORK

- A. Promptly after award of the Contract and prior to proceeding with the site work, contractor is to prepare and submit to Engineer for approval, construction progress schedules for the work, with sub-schedules of related activities which are essential to its progress. Also incorporate manpower loading related to each activity on the construction schedule.
- B. Revisions to Schedule: Submit revised/updated progress schedules with each payment application.
- C. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including the Owner furnished products and products identified under allowances and dates reviewed submittals will be required from the Architect. Reference Section 01301 - Submittals.

## 1.33 TEMPORARY CONTROLS

### 1.33.1 WATER CONTROL

- A. Protect site from puddling or running water. Provide water barriers to protect site from soil erosion. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

### 1.33.2 DUST CONTROL

- A. Execute the Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.
- C. The Contractor shall maintain all adjacent roadways to the work area, including haul roads and access roads, in a safe condition so as to eliminate or control dust. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

### 1.33.3 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation using Best Management Practices (BMPs) that include the following erosion control
  - a. Regular watering
  - b. Seeding exposed soil
  - c. SOD
- B. Minimize amount of bare soil exposed at one time.

- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Contractor is required to use sediment control wherever there is cutting and patching that includes
  - a. Silt fence,
  - b. Hay bales,
  - c. Filter fabric,
  - d. Filter socks.

#### 1.33.4 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations

#### 1.34 TEMPORARY FACILITIES

- A. It is the contractor's responsibility to provide and safely maintain throughout the project, temporary facilities needed for the Work including, but not necessarily limited to:
  - 1. Temporary utilities such as water, electricity.
  - 2. Contractors' Facilities
    - a. Provide Field office adequate in size and accommodation for contractor's offices, supply and storage.
    - b. Provide and maintain sanitary facilities in the quantity for use by all contractor's personnel. Sanitary facilities must be kept in a safe and sanitary condition at all times.
  - 4. Enclosures such as tarpaulins, barricades, and canopies.
  - 5. Temporary fencing of the construction site as required for public and employee safety.
  - 6. Project signs.
- B. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.
- C. Upon completion of the Work, remove job signs.
- D. Except as otherwise specifically approved by the Owner, do not permit other signs or advertising on the job site.

#### 1.35 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.



B. Remove such temporary facilities, to include office, sanitary facilities, and controls as rapidly as progress of the Work will permit, or as directed by the Owner.

### 1.36 CONSTRUCTION AIDS

A. The Contractor shall be responsible for furnishing, installing, maintaining, and removing on completion of the Work all scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, chutes, and other such facilities and equipment required by his personnel to insure their safety and facilitate the execution of the Work.

1. The Contractor shall comply with all Federal, State and local codes, laws, and regulations governing such construction aids.
2. The Contractor shall relocate such construction aids as required by the progress of construction, by storage or work requirements, and to accommodate the legitimate requirements of the Owner or Engineer or other separate contractors employed at the site.
3. The Contractor shall completely remove temporary scaffolds, access, platforms, and other such materials, facilities, and equipment, at the completion of the Work or when construction needs can be met by the use of the permanent construction, provided Engineer has approved and authorized such use. The Contractor shall clean up and shall repair any damage caused by the installation or by the use of such temporary construction aids. The Contractor shall restore any permanent facilities used for temporary purposes to their specified condition.

### 1.37 TEMPORARY ENCLOSURES

A. The Contractor shall remain responsible for insuring that his work, material, equipment, supplies, tools, machinery, and construction equipment is adequately protected from damage or theft and shall provide, maintain, and remove such additional temporary enclosures as may be deemed necessary.

### 1.38 ON SITE STORAGE

- A. The Contractor shall be responsible for the proper storage of all materials, supplies, and equipment to be installed under this Contract. Contractor shall not bring onto nor store in any manner at the site any materials and equipment which will not be incorporated into the permanent work. The Contractor shall be responsible for arranging and paying for storage of materials and equipment as may be required.
- B. Materials, tools and equipment are the responsibility of the contractor and neither the owner nor the engineer may be made responsible for materials, tools, and equipment regardless of whether they be stored at the job site.

### 1.39 ACCESS ROADS AND PARKING AREAS

A. The Contractor shall be responsible for installing and maintaining, until the completion of his Work any temporary access roads or parking facilities required by his Work, other than that which has been provided or required by the Owner. The Contractor shall remove temporary access roads and parking facilities and restore the areas to original or required grades.

- B. Any Contractor excavating across an access road or parking area shall back-fill and compact his excavation and resurface the road or parking area to match the existing surface. The Contractor shall comply with all applicable Specifications when so doing.

#### 1.40 WASTE DISPOSAL

- A. Good housekeeping shall be observed at all times. Waste, debris, and garbage shall be removed daily or placed in appropriate waste containers. All materials, tools, and equipment shall be stored in a safe and orderly fashion. Each contractor shall donate (10%) ten percent of their staff to a crew that will convene every Friday at 1:00 pm for a joint site clean-up effort not to exceed duration of three (3) hours.
- B. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
- C. Do not burn or bury rubbish and waste materials on Project Site.
- D. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

## **01014: ENVIRONMENT PROTECTION**

### **PART 1 GENERAL**

#### **1.1 GENERAL**

- A. The Contractor shall maintain all work areas within and outside the project boundaries free from environmental pollution, which would be in violation to any federal, state, or local regulations.
- B. The work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls as necessary.
- C. Temporary erosion controls include, but are not limited to, grassing, mulching, watering, and reseeding on-site surfaces and spoil and borrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the OWNER.
- D. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the OWNER.
- E. CONTRACTOR is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

#### **1.2 PROTECTION OF AIR QUALITY**

- A. The air pollution likely to occur due to construction operations shall be minimized by wetting down bare soils during windy periods, requiring the use of properly operating combustion emission control devices on construction vehicles and equipment used by contractors, and by encouraging the shutdown of motorized equipment not actually in use.
- B. Trash burning will not be permitted on the construction site.
- C. Contractor shall provide dust control for any asphalt / concrete removal and during the asphalt milling operations.

#### **1.3 CONSTRUCTION NOISE CONTROL**

- A. The Contractor shall conduct all his work, use appropriate construction methods and equipment, and furnish and install acoustical barriers, all as necessary so that no noise emanating from the process or any related tool or equipment will exceed legal noise levels, as set forth in the Code of Ordinances, City of Key West, Florida.

#### **1.5 PAYMENT**

- A. Payment for the work associated with this Section will be incidental to the contract.

## **01050: FIELD ENGINEERING**

### **PART 1 - GENERAL**

#### 1.1 DESCRIPTION:

##### A. Work Included:

1. Provide field-engineering services required for the Project, including but not limited to survey work required in execution of the Work.

##### B. Related Work:

1. General and Supplementary Conditions of the Contract.
2. Section 01020 Summary of Work.

#### 1.2 SUBMITTALS:

- A. Upon request of the City's Engineer, submit documentation to verify accuracy of field engineering work.
- B. Upon request, submit certificates signed by the Surveyor or Engineer certifying that elevations and locations of the work of this Project are in conformance, or non-conformance, with the Contract Documents.

### **PART 2 – MATERIALS (not used)**

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION AND PREPARATION OF SITE

- A. Before starting operations, Contractor shall examine work site to acquaint himself with conditions to be encountered.
- B. Compare actual site with drawings and specifications.
- C. Report discrepancies affecting work or cost thereof to the City.
- D. Verify exact locations of sewers, water mains, gas mains, above or below ground electrical wires and conduits and structures which may interfere with work.
- E. No extra compensation will be allowed for any extra work made necessary due to conditions or obstacles encountered during progress of work, which could have been determined by examination of site or by contacting Owners of utilities, pipelines and conduits before starting operations.

- F. Comply with State law concerning Sunshine State One Call of Florida, State Statute Title 33, Chapter 556.

### 3.2 LINES AND GRADES

- A. Prior to staking out work, Contractor shall verify established base line, benchmarks, and control points provided.
- B. Contractor shall furnish and maintain lines and grades.
- C. Contractor shall take immediate steps to correct errors or inconsistencies in lines and grades of work to be in conformity with Contract Documents.
- D. Contractor shall be fully responsible for accuracy of lines and grades of work and control and checking and immediate correction of it.

### 3.3 RESTORATION

- A. Items to remain which are disturbed, damaged, or removed when performing required work or for convenience of Contractor or to expedite his operations shall be restored, repaired, reinstalled, or replaced with new work and refinished, as appropriate, so as to be left in as good condition as existed before work commenced and such restoration shall be considered incidental to the work.
- B. Any sidewalks or pavement replaced or installed shall meet ADA requirements.
- C. Existing items to be altered, extended, salvaged, or relocated and reused, if found to be defective in any way, shall be reported to the City before items are disturbed.
- D. Materials and workmanship used in restoring work shall conform in type and quality to original existing construction.

### 3.4 PAYMENT

- A. Payment for work specified in this section will be incidental to the contract.

## **01300: SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 GENERAL**

- A. Inquiries: Direct to ENGINEER regarding procedure, purpose, or extent of Submittal.
- B. Submittal Submission Procedures: As provided in General Conditions, as specified herein, and as may otherwise be established during the preconstruction conference.
- C. OWNER's Authorization: At any time, OWNER may authorize changes to procedures and requirements for Submittals, as necessary to accomplish specific purpose of each Submittal. Such authorization will be by Field Order or Work Change Directive.
- D. Timeliness: Make submissions in accordance with requirements of individual Specification sections, as shown on the current accepted schedule of Submittals submissions, and in such sequence as to cause no delay in Work or in work of other contractors.
- E. Identification of Submittals:
  - 1. Complete, sign, and transmit with each Submittal package, one Transmittal of CONTRACTOR's Submittal Form attached at the end of this section.
  - 2. Identify each Submittal with numbering and tracking system reviewed by ENGINEER:
    - a. Sequentially number each Submittal.
    - b. Resubmission of a Submittal will have original number with sequential alphabetic suffix.
  - 3. Show date of submission and dates of previous submissions.
  - 4. Show Project title and OWNER's contract identification and contract number.
  - 5. Show names of CONTRACTOR, Subcontractor or Supplier, and manufacturer as appropriate.
  - 6. Identify, as applicable, Contract Document section and paragraph to which Submittal applies.
  - 7. Clearly identify revisions from previous submissions.
- F. Incomplete Submittal Submissions:
  - 1. At ENGINEER's sole discretion, ENGINEER will either (i) return the entire Submittal for CONTRACTOR's revision/correction and resubmission, or (ii) retain portions of the Submittal and request submission/resubmission of specified items or as noted thereon.
  - 2. Submittals which do not clearly bear CONTRACTOR's specific written indication of CONTRACTOR review and approval of Submittal or which are transmitted with an unsigned or uncertified submission form or as may otherwise be required under

Contract Documents, will be returned to CONTRACTOR unreviewed for resubmission in accordance with Contract Documents.

3. Delays, re-sequencing or other impact to Work resulting from CONTRACTOR's submission of unchecked or unreviewed, incomplete, inaccurate or erroneous, or nonconforming Submittals, which will require CONTRACTOR's resubmission of a Submittal for ENGINEER's review, shall not constitute a basis of claim for adjustment in Contract Price or Contract Times.

G. Non-specified Submissions: Submissions not required under these Contract Documents and not shown on schedule of Submittals submissions will not be reviewed and will be returned to CONTRACTOR.

H. Transmit submittals in accordance with current accepted schedule of Submittal submissions, and deliver the Engineer designated by the Engineering Department of the City of Key West.

I. Disposition of Submittals: As specified herein for administrative Submittals. ENGINEER will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:

1. No Exceptions Taken.
2. Reviewed as Noted:
  - a. Reference the General Conditions for intent.
  - b. CONTRACTOR may proceed to perform Submittal related Work.
  - d. One copy for ENGINEER's file.
  - e. One copy returned to CONTRACTOR.
3. Revise and Resubmit (Revise/Correct or Develop Replacement and Resubmit):
  - a. Revise/correct in accordance with ENGINEER's comments and resubmit.
  - b. One copy to ENGINEER's file.
  - c. One copy returned to CONTRACTOR appropriately annotated.

J. Payment for the work in this section will be incidental to the contract.

## **01390: PRECONSTRUCTION AUDIO-VIDEO RECORDINGS**

### **PART 1 – GENERAL**

#### **1.1 REQUIREMENTS**

A. The Contractor shall provide a color audio-video recording showing the entire preconstruction site. The videos shall be in DVD format or .wav files on removable USB drive, indicating the date, project name, and a brief description of the location where the video was taken. The Contractor shall submit one (1) copy of the preconstruction audio-video to the OWNER.

B. All video recordings shall, by electronic means, display on the screen the time of day, the month, day, and year of the recording.

### **PART 2 – PRODUCTS (Not used)**

### **PART 3 – EXECUTION**

#### **3.1 GENERAL**

A. The following shall be included with the audio-video documentation:

1. Coverage is required within and adjacent to the right of way, easements, storage, and staging areas where the work is to be constructed.
2. Documentation of the conditions of the adjacent properties or any affected structures as a result of the impending construction.
3. Videos shall be properly identified by Project name and number

B. There will be no separate payment for this preconstruction audio-video recording. The cost will be incidental to the contract.



## **01500: TESTING SERVICES**

### **PART 1 - GENERAL**

#### **1.1 WORK INCLUDED**

- A. The Contractor shall employ and pay for the services of a qualified commercial independent testing laboratory acceptable to the Owner to perform specified services.
- B. Inspection, sampling, and testing is required for:
  - 1. Backfill
  - 2. Paving and surfacing
  - 3. Concrete
  - 3. Additional quality checks as required by the Engineer
- C. Employment of a testing laboratory shall in no way relieve the Contractor of his obligation to perform work in accordance with the Contract.

### **PART 2 - PRODUCTS**

#### **2.1 SUBMITTALS**

- A. Submit two copies of reports of inspections and tests to Engineer promptly upon completion of inspections and tests, including: Provide one copy in PDF.
  - 1. Date issued.
  - 2. Project title and Engineer's job number.
  - 3. Testing laboratory name and address.
  - 4. Name and signature of inspector.
  - 5. Date of inspection or sampling.
  - 6. Record of temperature and weather.
  - 7. Date of test.
  - 8. Location of inspection or test.
  - 9. Identification of product and specification section.
  - 10. Type of inspection or test.
  - 11. Observation regarding compliance with the Contract Documents.

### **PART 3 - EXECUTION**

#### **3.1 LABORATORY DUTIES - LIMITATIONS OF AUTHORITY**

- A. Cooperate with the Owner and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling, and testing of materials and methods of construction:
  - 1. Comply with specified standards; ASTM, other recognized standards, authorized and as specified.

2. Ascertain compliance with requirements of Contract Documents.
- C. Notify the Engineer and Contractor immediately of irregularities or deficiencies of work that are observed during performance of services.
- D. Perform additional services as required by the Engineer.

### 3.2 ON SITE TESTING

- A. On site testing must be performed by technical staff certified/accredited by state approved agencies and industry standards.
- B. Testing as required by other sections of this document.

### 3.3 PAYMENT

- A. Payment for the work in this section will be incidental to the respective unit price items.

## **01530: BARRIERS**

### **PART 1 – GENERAL**

#### 1.1 REQUIREMENTS

A. Furnish, install, and maintain suitable barriers as required to prevent public entry, and to protect the work, existing facilities, trees, and plants from construction operations; remove when no longer needed, or at completion of work.

#### 1.2 RELATED REQUIREMENTS

A. Section 01020 Summary of Work.

### **PART 2 - PRODUCTS**

#### 2.1 MATERIALS – GENERAL

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

#### 2.2 FENCING

A. Minimum fence height shall be four feet. Open-mesh orange plastic fence shall be used to prohibit

#### 2.3 BARRIERS

A. Materials are Contractor's option, as appropriate to serve required purpose.

#### 2.4 NO PARKING SIGNS

A. The Contractor is responsible to furnish and place “No Parking” signs when necessary to perform work.

### **PART 3 - EXECUTION**

#### 3.01 GENERAL

A. Install facilities of a neat and reasonably uniform appearance, structurally adequate for the required purposes.

B. Maintain barriers during entire construction period.

C. Relocate barriers as required by the progress of construction.

### 3.02 FENCES

- A. Provide and maintain fences necessary to assure security of the site during construction to keep unauthorized people and animals from the site when construction is not in progress.
- B. Provide additional security measures as deemed necessary and approved by the OWNER.

### 3.03 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.
- B. Consult with the ENGINEER and the City's Urban Forestry Manager and remove agreed-on roots and branches which interfere with construction. Employ a qualified tree surgeon to remove branches and treat cuts. No trees or roots shall be removed without approval and/or a permit issued by the City Tree Commission.
- C. Protect root zones of trees and plants:
  - 1. Do not allow vehicular traffic or parking.
  - 2. Do not store materials or products.
  - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
  - 4. Prevent puddling or continuous running water.
- D. Carefully supervise excavating, grading and filling, and other construction operations, to prevent damage.
- E. Replace, or suitably trim trees and plants designated to remain which are damaged or destroyed due to construction operations.

### 3.04 REMOVAL

- A. Completely remove barricades when construction has progressed to the point that they are no longer needed and when approved by the OWNER.
- B. Repair damage caused by construction. Fill and grade areas of the site to the required evaluations, and clean up the area.

## **01700: CONTRACT CLOSEOUT**

### **PART 1 – GENERAL**

#### **1.1 REQUIREMENTS**

- A. Project completion includes completion of all work, final inspection after completion, final cleaning, contractor's closeout submittals, and final adjustment of accounts.

#### **1.2 FINAL INSPECTION AFTER COMPLETION**

- A. When Contractor considers the Project complete with all minor deficiencies completed or corrected, he shall submit written certification that:

1. Contract Document requirements have been met.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. All minor deficiencies have been corrected or completed and the Work is ready for final inspection.
5. Project record documents are complete and submitted.

- B. Within a reasonable time upon receipt of such certification, the OWNER will make an inspection to verify the status of completion.

- C. Should the OWNER determine that the work is incomplete or defective:

1. The OWNER will promptly notify the Contractor in writing, listing the incomplete or defective work.
2. Contractor shall remedy the deficiencies in the work and send a second written certification to the OWNER that the work is complete.
3. Upon receipt of the second certification, the OWNER will review the Work.

- D. When the OWNER determines that the work is acceptable under the Contract Documents, the Contractor shall provide all closeout submittals.

#### **1.3 FINAL CLEANING**

- A. Execute final cleaning prior to final inspection.
- B. Clean site; sweep paved areas, rake clean other surfaces.

- C. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

## 1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS

### A. Project Record Documents

1. At Contract Closeout, submit documents with transmittal letter containing date, project title, Contractor's name and address, list of documents, and signature of Contractor.
2. Changes made by Field Order or by Change Order.

### B. Evidence of payment and Release of Liens.

## 1.6 FINAL ADJUSTMENT OF ACCOUNTS

### A. Submit a final statement of accounting to the OWNER.

### B. Statement shall reflect all adjustments to the Contract Sum.

1. The original Contract sum.
2. Additions and deductions resulting from:
  - a. Previous change orders or written amendment.
  - b. Allowances
  - c. Unit prices
  - d. Deductions for uncorrected work.
  - e. Deductions for liquidated damages
  - f. Other adjustments
3. Total contract sum as adjusted
4. Previous payments
5. Sum remaining due

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**PART 5**

**TECHNICAL SPECIFICATIONS**

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## **TECHNICAL SPECIFICATIONS AND REFERENCES**

### **1. CONSTRUCTION SPECIFICATIONS:**

- A. Work associated with this contract shall comply with the Florida Greenbook, FDOT Standard Plans and FDOT's pre-approved [Big 4 Specifications](#) for earthwork, concrete, asphalt, and landscaping, referenced in **Attachment O**.
- B. Technical specifications for items not included in the 2022 FDOT Standard Specifications are contained in Part 5, "Technical Specifications" of the contract documents.
- C. Construction drawings titled, "Final Mile Bike Parking Facilities" dated 2/22/2022 by KCI Technologies, Inc.

### **2. STRIPING AND SIGNAGE SPECIFICATIONS:**

All roadway striping and signage shall comply with the 2022 FDOT Standard Specifications, FDOT Standard Plans (current edition) and the 2009 Manual on Uniform Traffic Control Devices, revised May 2012.