



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

November 28, 2010

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordinances Section 2-769: Invitation to Bid (IB) , the City of Key West (CITY) is soliciting competitive sealed Bids for the DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS: ITB NO: 11-001 This package contains the following documents.

- a. Bidding Requirements
- b. Contract Forms
- c. Conditions
- d. Technical Specifications

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Doug Bradshaw, Senior Project Manager at (305) 809-3792 with questions concerning the project.

Firms/corporations submitting a Bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification, Local Vendor Certification and, past project history.

BID DOCUMENTS
FOR
DEMOLITION OF 525 ANGELA ST AND
604 SIMONTON BUILDINGS

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS
TECHNICAL SPECIFICATIONS

ITB NO: 11-001

PREPARED BY:

THE CITY OF KEY WEST
KEY WEST, FLORIDA

November 28, 2010

TABLE OF CONTENTS

PART 1: BIDDING REQUIREMENTS

Information to Bidders
Invitation to Bid
Instructions to Bidders
City of Key West Licenses, Permits, and Fees
Bid Form
Florida Bid Bond
Public Entities Crime Form
Anti – Kickback Affidavit
Local Vendor Certification
City of Key West Indemnification Form

PART 2 CONTRACT FORMS

Notice of Award
Contract
Performance/Payment Bonds
Notice to Proceed

PART 2 CONDITIONS

Conditions of Bid
General Conditions
Supplementary Conditions
Special Conditions

PART 4 TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

01001 General Requirements
01010 Summary of Work
01500 Temporary Facilities and Erosion Control
01700 Contract Closeout

DIVISION 2 – SITE WORK

02060 Building Demolition
02110 Site Clearing
02200 Earthwork
15020 Mechanical Demolition
16020 Electrical Demolition

PART 5 ENVIRONMENTAL REPORT

PART 1

BIDDING REQUIREMENTS

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 11-001: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS

ISSUE DATE: NOVEMBER 28, 2010

PRE BID CONFERENCE: 10TH DAY OF DECEMBER 2010 AT 10:00 A.M. EST. THE PREBID MEETING IS MANDATORY. BIDDERS NOT AT MEETING WILL NOT BE ALLOWED TO BID ON THE PROJECT.

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE RECEIVED: DECEMBER 22, 2010

NOT LATER THAN: 3:30 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

INVITATION TO BID

Sealed Bids addressed to the City of Key West, for the Invitation to Bid (IB) # 11-001: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS will be received at the office of the City Clerk, City of Key West, Florida, until 3:30 p.m., local time, on December 22, 2010 and then will be publicly opened and read. Any Bids received after the time and date specified will not be considered.

The project contemplated consists of providing all equipment, labor, and materials necessary to demolish and dispose of Buildings at 525 Angela Street and 604 Simonton Street. Demolition and disposal consists of the following:

- Site preparation for demolition – safety measures, disconnection of utilities, etc.
- Demolition of building
- Removal of foundation including footers, concrete slabs, etc.
- Removal of utilities and utility structures
- Disposal of debris including environmentally hazardous material
- Restoration of site including fill material, grass, gravel, etc.

There will be a mandatory prebid meeting held at project site (525 Angela Street) on the 10th day of December 2010 at 10:00 A.M. EST. The prebid meeting is mandatory. Bidders not at meeting will not be allowed to bid on the project.

Drawings and Specifications may be obtained from DemandStar by Onvia or from the City of Key West's web site. Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

Each Bid must be submitted on the prescribed forms and accompanied by Bid security. Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state in an amount not less than five percent of the amount of the Bid or BID. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

One (1) original, one (1) copy, and 2 CD or flash drive copies in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "IB #11-001: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS", and addressed to the City Clerk.

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

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

- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.
- C. A valid Business Tax Receipt issued by the City of Key West.

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

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest, qualified 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.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Doug Bradshaw, City of Key West Senior Property Manager at (305) 809-3792 or email at dbradsha@keywestcity.com.

Prior to award by the CITY the successful Bidder must be able to prove that Bidder held State Licenses prior to submittal of Bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder must be able to prove that Bidder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Bid document. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The CITY may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor informalities or irregularities in any Bid.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

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.

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.

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 Project Manager, in writing, at least ten (10) 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 be furnished through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. DESCRIPTION OF THE PROJECT

The work to be completed for this project can be found in Part 4. The Bidder will be required to complete all work as specified.

3. QUALIFICATION OF CONTRACTORS

Bidders must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform him/herself of the conditions relating to the execution of the work, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Bid Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and construction or worksite conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to Bid opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Copies of any existing documents regarding the work sites can be viewed at the City offices of Engineering, 3140 Flagler Ave, and any that are made available shall not be considered a part of the Contract Documents, said documents are made available only for the convenience of the Bidders.

Information derived from Drawings showing location of utilities and structures will not in any way relieve the contractor from any risk, or from properly examining the site and making such additional investigations as he/she may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform him/herself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects. Performance and Payment Bonds are not required as part of this contract.

5. TYPE OF BID

A. LUMP SUM

The Bid for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each part of the project in the Bid and a Schedule of Values shall be included with the Bid. The total amount to be paid the Contractor shall be the amount of the Lump Sum Bid as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project or by actual number of units used in construction. The owner reserves the right to enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

B. PREPARATION OF BIDS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required.

No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

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 IB.

Bidders shall not submit unbalanced Bids as requested in the breakdown of Bids.

Only one (1) 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 (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

SIGNATURE

The Bidder shall sign his/her 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.

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 General Conditions Article 39, CODES, ORDINANCES, PERMITS, and LICENSES.

ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

- Bid Form including detail schedule of values,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- Local Vendor Certification
- City of Key West Indemnification Form
- At least three (3) years of current or recent projects of similar work shall be provided (dates of works and contacts shall be included),
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact.

- All Bidders shall include with their Bid package their complete Bid on a CD or flash drive in PDF format (two CDs or flash drives are required with the Bid)

Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

7. STATE AND LOCAL SALES AND USE TAX

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 unless stated differently in these documents. 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 BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the IB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the IB. One original, one copy, and 2 CD or flash drive copies are required.

9. MODIFICATIONS OR WITHDRAWAL OF BIDS

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 telephone, fax, or email. If by telephone, fax, or 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 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

10. BID SECURITY

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

Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state.

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract, the Owner will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than 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 ninety (90) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within ninety (90) days after the opening of the Bids.

Bid Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the 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 Owner reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that the CITY OF KEY WEST deems to be in the best interest of the Owner.

13. BASIS OF AWARD

The Owner on the basis of that Bid will make the award from the lowest, responsive, qualified Bidder that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the Owner will sustain in

case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

16. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on site and with his/her own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Project Manager determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Project Manager.

17. TIME OF COMPLETION

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed complete the project. The City reserves the right to delay the issuance of the Notice to Proceed up to one (1) year from the Notice of Award. Additionally the City reserves the right to issue two (2) separate Notices to Proceed for each structure. In this case the Time of Completion for each project will be negotiated with the contractor.

18. PAYMENT TERMS

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

19. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees **REQUIRED BY THE CITY OF KEY WEST** and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.
- Appropriate Contractors License
- Building/Demolition Permit
- HARC Permit
- FDEP Permits

Note: Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 525 Angela Street, Key West, Florida 33040
Project Title: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS
Project: IB #11-001

BIDDER'S INFORMATION

Name: _____
Address: _____

Contact Name: _____
Email: _____
Telephone: _____
Fax: _____

Signature: _____ *Date:* _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has 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 No's. _____, _____, _____, _____, _____, _____ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on bid amount for the project awarded. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

IB #11-001: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS

The City reserves the right to award all or part of the job. Additionally the City reserves the right to issue two (2) different notices to proceed with two (2) different start dates. The City is requesting all bidders bid the job three separate ways; 1. Demolition of 525 Angela Street as individual project 2. Demolition of 604 Simonton Street as individual project, 3. Demolition of 525 Angela Street and 604 Simonton Street as one project

DEMOLITION OF 525 ANGELA ST

\$ _____

Bid Total in Words

DEMOLITION OF 604 SIMONTON ST

\$ _____

Bid Total in Words

DEMOLITION OF 525 ANGELA ST and 604 SIMONTON ST

\$ _____

Bid Total in Words

BID BREAKDOWN

The Bidder shall provide a detailed schedule of values for each project above for all aspects of the project including mobilization/demobilization, labor and materials, permitting, environmental cleanup, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

SUBCONTRACTORS

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

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

This address is where all communications concerning this Bid 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:

Name

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 _____, 2010.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2010.

Signature of Bidder _____

Title _____

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 firmly bound unto hereinafter 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 presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS said Bid, 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 labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications entitled:

DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid bond in the amount of 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 Owner for the performance of said Contract, within five (5) 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 five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE 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, _____ 2010.

PRINCIPAL

By

SURETY

Attorney-In-Fact

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

PROJECT IB #11-001: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS

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

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ 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 _____ and my relationship to
(Please print name of individual signing)

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 entity 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 t 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 a 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.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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 signature in the
(Name of individual signing)

space provided above on this _____ day of _____, 2010.

My commission expires:

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT IB #11-001: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this
____ day of _____, 2010.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

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

Title or Rank

CITY OF KEY WEST INDEMNIFICATION FORM

The CONTRACTOR shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this agreement. Except as specifically provided herein, this agreement does not require CONTRACTOR to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, CONTRACTOR shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

PART 2

CONTRACT FORMS



Notice of Award

Date

Company
Attention:
Address
City, State, Zip

Project: Demolition of 525 Angela St and 604 Simonton Buildings: ITB NO: 11-001

Dear:

At a meeting of the Key West City Commission held on _____, 2010, your firm, _____ was awarded the contract for Demolition of 525 Angela St and 604 Simonton Buildings for a total contract amount of \$_____.

Enclosed please find three (3) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable. Please provide Performance and Payment Bonds in an amount equal to 100% of the contract value. Builders Risk is not required as part of this contract. The attached Performance and Payment Bonds boiler plates may be used or the Contractor may submit their own equivalent bond forms.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3792.

Sincerely,

Doug Bradshaw
Port Project Manager

SAMPLE CONTRACT

This Contract, made and entered into this _____ day of _____ 2010, by and between the CITY, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the PROJECT ITB #11-001: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS, to the extent of the BID made by the Contractor, dated this _____ day of _____ 2010, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS 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 LUMP SUM BID amount 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 the time specified in the Contract, and to accept as full payment hereunder the amounts 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 hold

harmless the Owner from any costs encountered in remedying such defects.

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit 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 five hundred dollars (\$500.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____ day of _____ 2010.

Attest:

By:

Cheryl Smith, City Clerk

Jim Scholl, City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

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 plans, drawings, 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

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 CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of: _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for _____ 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 plans, drawings, 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

NOTICE TO PROCEED

Date

Company
Attention:
Address
City, State, Zip

**Project: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS: ITB
NO: 11-001**

You are hereby notified to commence work on _____, 2010 in accordance with the Contract made with the City of Key West on the _____ day of _____ 2010. The work shall be completed within one hundred twenty days (120) from the above date.

Sincerely,

Doug Bradshaw
Port Project Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the _____ day of _____, 2010.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

Please return one (1) copy of this notice to:

Doug Bradshaw, Port Project Manager
P.O. Box 6434
Key West, FL 33041-6434

PART 3
CONDITIONS

CONDITIONS OF BID
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Response Form is to be used, other forms may be rejected.
- b. All information required by the Bid form shall be furnished. The BIDDER shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- c. Bid delivery time must be shown and shall include Sundays and holidays.
- d. BIDDER shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- e. All Bids shall be submitted in original plus one copy and 2 CDs or flash drive containing the complete Bid in PDF format.
- f. BIDDERS are advised that all CITY OF KEY WEST contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- a. Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

- a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the BIDDER, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- b. Bids must be submitted on the form furnished. Telecopy Bids will not be considered.
- c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.
- d. Bid prices must remain in effect for ordering up to six (6) months from Bid opening date.

4. REJECTION OF BIDS:

- a. The CITY OF KEY WEST 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 his/her Bid, (3) if the Bid does not strictly conform to the law or is non-responsive to the Bid requirements, (4) if the Bid is conditional, or (5) if a change of circumstances occurs making the purpose of the Bid unnecessary to the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any Bid.

5. WITHDRAWAL OF BIDS:

- a. Bids may not be withdrawn after the time set for the Bid opening for a period of time as specified in the Instruction to BIDDERS.
- b. Bids may be withdrawn prior to the time set for Bids opening. Such request must be in writing addressed to the City Clerk.

6. LATE BIDS OR MODIFICATION:

- a. Bids and modifications received after the time set for the Bid opening will not be considered.
- b. Modifications in writing received prior to the time set for the Bid opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. BIDDERS shall comply with all local, state and federal directives, orders and laws as applicable to this Bid and subsequent contract(s) including, but not limited to:
 - 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
 - 2. Minority Business Enterprises (MBE), as applicable to this contract.
 - 3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. COLLUSION:

- a. The BIDDER by affixing his/her signature to this Invitation to Bid, agrees to the following: "BIDDER certifies that his/her Bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a Bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

9. VARIANCE IN CONDITIONS:

- a. Any and all special conditions and specifications attached hereto, which vary from General Conditions, shall have precedence.

10. APPROPRIATIONS CLAUSE:

- a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

- a. If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, he/she may submit to the Finance Director on or before ten calendar (10) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the Bid, if made, will be made only by

Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract.

12. DISCOUNTS:

- a. BIDDERS may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for Bid evaluation proposed. BIDDERS are encouraged to reflect cash discounts in the unit price quoted.
- b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

- a. The contract will be awarded to the lowest responsive and responsible BIDDER whose Bid, conforming to the Request for Bid, is most advantageous to the City, prices and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the BIDDER qualifies his/her Bid by specified limitations as provided in 4 (4).
- c. If two (2) or more Bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
- d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful BIDDER shall result in a binding contract without further action by either party.

14. LOCAL PREFERENCE:

- a. Pursuant to City Code Section 2-798 the City of Key West policy of local preference is applied to Bids submitted by qualified local businesses.

15. DAMAGE:

- a. Successful BIDDER(s) will be responsible for making any and all claims against carriers for missing or damaged items.

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

- a. Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per Diem and travel expenses of public officers, employees, and authorized persons) will be followed. (Not applicable to Lump Sum Bids)

17. SURETY AND INSURER QUALIFICATIONS

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

**GENERAL CONDITIONS
TABLE OF CONTENTS**

Article

DEFINITIONS

1. AS APPROVED
2. AS SHOWN, AND AS INDICATED
3. BIDDER
4. CONTRACT DOCUMENTS
5. CONTRACTOR
6. CONTRACT COMPLETION
7. DAYS
8. DRAWINGS
9. ENGINEER
10. NOTICE
11. OR EQUAL
12. OWNER
13. PLANS
14. SPECIFICATIONS
15. NOTICE TO PROCEED
16. SUBSTANTIAL COMPLETION
17. WORK

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS
19. DISCREPANCIES & OMISSIONS
20. CHANGES IN THE WORK
21. EXAMINATIONS AND VERIFICATION OF CONTRACT DOCUMENTS
22. DOCUMENTS TO BE KEPT ON THE JOBSITE
23. ADDITIONAL CONTRACT DOCUMENTS
24. OWNERSHIP OF CONTRACT DOCUMENTS

THE ENGINEER

25. AUTHORITY OF THE ENGINEER
26. DUTIES & RESPONSIBILITIES OF THE ENGINEER
27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES
28. REJECTED WORK
29. LINES AND GRADES
30. SUBMITTALS
31. DETAIL DRAWINGS AND

Article

INSTRUCTIONS

THE CONTRACTOR & HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT
- 32 (a). ASSIGNMENT OF CONTRACT
33. SUBCONTRACTING
34. INSURANCE AND LIABILITY
 - A. GENERAL
 - B. CONTRACTOR & SUBCONTRACTOR INSURANCE
 - C. COMPENSATION & EMPLOYER'S LIABILITY INSURANCE
 - D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)
 - E. BUILDERS RISK ALL RISK INSURANCE
 - F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS
 - G. SURETY AND INSURER QUALIFICATIONS
35. INDEMNITY
36. EXCLUSION OF CONTRACTOR CLAIMS
37. TAXES AND CHARGES
38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS
39. CODES, ORDINANCES, PERMITS, AND LICENSES
40. SUPERINTENDENCE
- 40(a). CONTRACTOR'S RESPONSIBILITIES
41. RECEPTION OF ENGINEER'S COMMUNICATIONS
42. SAFETY
43. PROTECTION OF WORK AND PROPERTY
- 43(a). HISTORIC PRESERVATION
44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY
45. MATERIALS AND APPLIANCES
46. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS
47. SUBSTITUTION OF MATERIALS
48. TESTS, SAMPLES, AND OBSERVATIONS
49. ROYALTIES AND PATENTS
50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT
51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

Article

PROGRESS OF THE WORK

- 52. BEGINNING OF THE WORK
- 53. SCHEDULES AND PROGRESS REPORTS
- 54. PROSECUTION OF THE WORK
- 55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK
- 55(a). OWNER'S RIGHT TO STOP WORK
- 56. OWNER'S RIGHT TO DO WORK
- 57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT
- 58. DELAYS AND EXTENSIONS OF TIME
- 59. DIFFERING SITE CONDITION
- 60. LIQUIDATED DAMAGES
- 61. OTHER CONTRACTS
- 62. USE OF PREMISES
- 63. SUBSTANTIAL COMPLETION DATE
- 64. PERFORMANCE TESTING
- 65. OWNER'S USE OF PORTION OF THE WORK
- 66. CUTTING AND PATCHING
- 67. CLEANING UP

Article

PAYMENT

- 68. PAYMENT FOR CHANGE ORDERS
 - A. UNIT PRICE
 - B. LUMP SUM
 - C. COST REIMBURSEMENT WORK
- 69. PARTIAL PAYMENTS
 - A. GENERAL
 - B. ESTIMATE
 - C. DEDUCTION FROM ESTIMATE
 - D. QUALIFICATIONS FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED
 - E. PAYMENT
- 70. CLAIMS FOR EXTRA WORK
- 71. RELEASE OF LIENS OR CLAIMS
- 72. FINAL PAYMENT
- 73. NO WAIVER OF RIGHTS
- 74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

DEFINITIONS

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

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. BIDDER

The person or persons, partnership, firm, or corporation submitting a Bid for the work contemplated.

4. CONTRACT DOCUMENTS

The "Contract Documents" consist of the Bid Requirements, Contract Forms, Conditions of the Contract, Specifications, Drawings, all modifications thereof incorporated into the Documents before their execution, Change Orders, and all other requirements incorporated by specific reference thereto. These form the Contract.

5. CONTRACTOR

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the Owner.

6. 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.

7. 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.

8. DRAWINGS

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof which shows the location, character, dimensions, and details of the work to be performed.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The Term "Engineer" means the Owner's Engineer, Owner's contracted Engineer, or its authorized representative.

9(a). PROJECT MANAGER

The person or organization identified as such in the Contract Documents. The Term "Project Manager" means the Owner's authorized representative overseeing the project for the City.

10. 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.

11. 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. The Engineer will make determination of equality in reference to the project design requirements. Such equal products shall not be purchased or installed by the Contractor without written authorization.

12. 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 525 Angela Street, P.O. Box 1409, Key West, Florida 33041-1409.

13. PLANS (See Drawings)

14. SPECIFICATIONS

The term "Specifications" refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

FEDERAL, STATE, COUNTY, AND LOCAL STANDARD SPECIFICATIONS

Where portions of the work traverse or cross federal, state, county, or local highways, roads, or streets, and the agency in control of such property has established standard specifications governing items of work that differ from these Specifications, the most stringent requirements shall apply.

The Contractor shall comply with all regulations and requirements of the State Highway Department and the County Road Department wherever the work traverses or crosses state or county highways.

15. 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 Owner will give the Notice to Proceed within thirty (30) calendar days following the execution of the Contract.

16. 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 seven (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.

17. WORK

The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean, "furnish and install, complete in-place".

CONTRACT DOCUMENTS

18. 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.

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.

19. 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.

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. SUMMARY OF WORK
- D. SPECIAL CONDITIONS
- E. SUPPLEMENTARY CONDITIONS
- F. REQUEST FOR BIDS
- G. INSTRUCTIONS TO BIDDERS
- H. GENERAL CONDITIONS
- I. SPECIFICATIONS
- J. 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.

20. 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.

21. EXAMINATIONS 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.

22. 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/her 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 (1) complete set of these marked up record Drawings.

23. 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.

24. OWNERSHIP OF CONTRACT DOCUMENTS

All portions of the Contract Documents, and copies thereof furnished by the Engineer are instruments of service for this project. They are not to be used on other work and are to be returned to the Engineer on request 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.

THE ENGINEER

25. AUTHORITY OF THE ENGINEER

The Engineer will be the Owner's representative during the construction period. His/her 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/her 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.

26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The Engineer will make visits to the site at intervals appropriate to the 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/she will not make comprehensive or continuous review or observation to check quality or quantity of the work, and he/she 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/her 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. The Owner will make any necessary legal interpretation of the Contract Document. 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/her 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.

27. 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.

28. 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.

29. 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/her or his/her 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/her 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.

The Engineer may check all layout work, 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 fuel system structures, appurtenances, and utilities will be shown on Drawings produced by the Contractor for the issuance of all required permits, 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 adjustments as required.

30. 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.

31. 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

32. 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.

32. (a) ASSIGNMENT OF CONTRACT

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

33. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within ten (10) calendar 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.

34. INSURANCE AND LIABILITY

A. GENERAL

The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

Before commencing work under this Contract, Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate shall not be canceled or materially altered, except after 30 days' written notice has been received by the Owner."

In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall maintain during the life of this Contract the statutory amount of Workmen's Compensation Insurance, in addition, Employer's Liability Insurance in an amount as specified in the Supplementary Conditions, for each occurrence, for all of his employees to be engaged in work on the project under this Contract. In case any such work is subcontracted, the Contractor shall require the Subcontractor to provide similar Workmen's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work.

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The Contractor shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the Contractor under Article **INDEMNITY**. Coverage for property damage shall be on a "broad

form" basis with no exclusions for "X, C & U". The amount of insurance to be provided shall be as specified in the Supplementary Conditions.

In the event a Subcontractor performs any work under this Contract, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed by the Subcontractor to the extent such liability is not covered by the Subcontractor's insurance.

The Owner and Engineer, their officers, agents, and employees shall be named as Additional Insureds on the Contractor's and any Subcontractor's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

E. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the Contractor shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance Coverage in an amount equal to the full value of the facilities under construction. Deductible shall be no greater than \$5,000. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the result of faulty workmanship or design, and all other normally covered risks, and shall provide losses to be paid to the Contractor, Owner, and Engineer as their interests may appear.

The Owner and Engineer, their officers, agents, and employees shall be named as additional insureds on the Contractor's and any subcontractors Builders Risk All Risk insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the Engineer, the Owner, the Contractor, and their respective officers, agents, employees, and subcontractors.

F. 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.

G. 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.

35. INDEMNITY

- A. Contractor shall indemnify and hold harmless the Owner, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Except as specifically provided herein, this Contract does not require Contractor to indemnify the Owner, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against the Owner by reason of any such claim or demand, Contractor shall, upon written notice from the Owner, resist and defend such action or proceeding by counsel satisfactory to the Owner.
- B. The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the Owner's option, any and all claims of liability and all suits and actions of every name and description covered by Part A of this section above which may be brought against the Owner whether performed by Contractor, or persons employed or utilized by Contractor.

36. 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.

37. 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.

38. 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.

39. 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, FDOT Standard.

B. NOISE ORDINANCE

The Contractor shall comply with the City of Key West Noise Ordinance.

C. LICENSES

BIDDER must represent that he holds all applicable state, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents before he may Bid on the project.

The following licenses and certificates are required as a minimum:

- A. All licenses or certificates required by federal, state or local statutes or regulations.
- B. A valid Business Tax Receipt issued by the City of Key West, if required.
- C. A valid Certificate of Competency issued by the Building Official of the City of Key West which shall remain valid throughout the time period of the Contract, if required.

Further, the successful BIDDER must, within ten (10) calendar days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 91 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

40. 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.

40(a). CONTRACTOR'S RESPONSIBILITIES:

- A. The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is in his opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer. Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.
- B. The Contractor shall provide qualified personnel to assist the Engineer in making field checks, measurements, asbuilt checks, inspection, test runs, and the necessary quality check work related to the project work. An english speaking superintendent or foreman shall be onsite at all times.
- C. The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State and County Boards of Health. He shall commit no public nuisance.
- D. The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of the residents along and adjacent to the work in a manner satisfactory to the Engineer. Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials and equipment on site.
- E. Unless otherwise expressly stipulated herein, the use of explosives is not contemplated in the prosecution of the Contract, and in no case will their use be permitted within a municipality without the written permission of the City Engineer and a permit issued by the Chief of the Fire Department. Where such permission for the use of explosives is obtained, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed the size and number of charges shall be reduced. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly, "DANGEROUS EXPLOSIVES", and shall be in care of competent watchmen

41. 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. The Engineer shall determine the time and place for these meetings, and the names of persons required being present. The Contractor shall comply with these attendance requirements and shall also require his/her Subcontractors to comply.

42. 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/herself 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 hi/hers 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.

A. OWNER'S RIGHT TO STOP WORK

If the Contractor or Subcontractor fails to provide adequate safety provisions as required by the Contract Documents the Owner has the right to stop all construction work at the location with inadequate safety provisions until adequate provisions are in place. The Owner shall not be liable for any delays caused by the

Contractor's failure to provide and maintain required safety provisions.

B. CLEANUP PROCEDURES FOR HURRICANE WARNINGS AND HURRICANE WATCH

In the event the National Oceanographic and Atmospheric Administration (NOAA) issues a Tropical Storm Watch or a Hurricane Watch for the Keys the Engineer will Contact the Contractor informing him that the Watch has been established. Within four (4) hours of the notice the Contractor shall provide the Engineer with a written plan and schedule describing how and when the Contractor will remove all unnecessary items from the work area and tie down all necessary supplies and barricades in the event a Tropical Storm Warning or a Hurricane Warning is issued. The Contractor shall remove all unnecessary items from work areas and shall tie down all movable objects (under 200 lbs.) The Engineer will determine "necessary" items. The Owner shall not be liable for any financial hardship or delays caused as a result of demobilization or remobilization of work due to the above.

C. 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.

43. 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/her 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/her 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.

43(a). HISTORIC PRESERVATION

The Contractor shall comply with Florida Historical Resources 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.

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency that 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.

45. 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.

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.

46. 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.

47. 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, which 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.

48. 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.

The Engineer may order re-examination of questioned work, and, if so ordered, the Contractor shall uncover the work. 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.

49. 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.

50. 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 three (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 thirty (30) calendar days after it is due, or if the Owner should fail to pay the Contractor within thirty (30) calendar 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.

51. 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 two (2) year after the date of final acceptance of the work or within two (2) year 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 two (2) year 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

52. 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.

53. 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.

Unless specifically authorized by the Engineer, work shall not be performed during the Goombay Festival, Fantasy Fest, Thanksgiving, or Christmas.

54. 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.

55. 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.

55(a). OWNER'S RIGHT TO STOP WORK

If the Contractor or any subcontractor should fail to provide adequate safety provisions required by the Contract Documents, including but not limited to maintenance of traffic, trench safety devices and procedures, safety fencing, barricading, signage or unsafe work practices, the Owner has the right to issue a Stop Work Notice and stop all construction work at the location with the inadequate safety provisions until such time that adequate safety provisions are in place. The Owner shall not be liable for delays caused by the Contractor's failure to provide and maintain required safety provisions. No extension of time will be granted to the Contractor for delays occurring due to a Stop Work Notice.

56. 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 ten (10) calendar 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.

57. 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.

58. 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 forty-eight (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 ten (10) calendar 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.

59. 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.

60. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, or any part thereof in the time agreed upon in each Work Order 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 each Work Order remains uncompleted after the Work Order completion date. Liquidated damages shall be assessed individually against each Work Order. 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 Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs that 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 that 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.

61. 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.

62. 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.

63. 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.

64. 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. Such testing will be scheduled with the Engineer at least one week in advance of the planned date for testing.

65. 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.

66. 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.

67. 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

68. 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. Rental, or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of one hundred (100) dollars.

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 items 1 through 5 above, an added fixed fee for general overhead and profit shall be negotiated and allowed for the Contractor (or approved Subcontractor) actually

executing the Cost Reimbursement work.

An additional fixed fee shall be negotiated and allowed 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 a Subcontractor of a Subcontractor, unless by written permission from the Owner.

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.

Valid copies of vendors' invoices shall substantiate material charges. 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.

69. PARTIAL PAYMENTS

A. GENERAL

Nothing in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as a basis for computing the amounts of the partial payments.

B. ESTIMATE

No more than once each month, the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the

separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work.

The Owner will make payment to the Contractor within forty five (45) calendar days upon receipt of the written recommendation of payment from the Engineer.

The Engineer will, within seven (7) calendar days after receipt of each request for payment, both indicate in writing a recommendation of payment and present the request to Owner, or return the request to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may, within seven (7) calendar days, make the necessary corrections and resubmit the request.

Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such an extent as may be necessary in Engineer's opinion to protect the Owner from loss because:

1. The work is defective, or completed work has been damaged requiring correction or replacement.
2. Written claims have been made against Owner or Liens have been filed in connection with the work.
3. The Contract Price has been reduced because of Change Orders.
4. Owner has been required to correct defective work or complete the work in accordance with Article OWNER'S RIGHT TO DO WORK;
5. Of Contractor's unsatisfactory prosecution of the work in accordance with the Contract Documents; or
6. Contractor's failure to make payment to Subcontractors or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

Unless modified in the Supplementary Conditions, deductions from the estimate will be as described below:

1. The Owner will deduct from the estimate, and retain as part security, ten (10) percent of the amount earned for work satisfactorily completed. A deduction and retainage of ten (10) percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work. When the work is

fifty (50) percent complete, the Owner may reduce the retainage to five (5) percent of the dollar value of all work satisfactorily completed to date provided the Contractor is making satisfactory progress and there is no specific cause for a greater retainage. The Owner may reinstate the retainage up to ten (10) percent if the Owner determines, at his discretion, that the Contractor is not making satisfactory progress or where there is other specific cause for such withholding.

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below:

1. Materials, as used herein, shall be considered to be those items that are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than two hundred (200) dollars for any one item.
2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to include a list of such materials on the Partial Payment Request. At his sole discretion, the Engineer may approve items for which partial payment is to be made. Partial payment shall be based on the Contractor's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and protection shall be provided by the Contractor, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.
3. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
4. If requested by the Engineer, the Contractor shall provide, with subsequent pay requests, invoices receipted by the supplier showing payment in full has been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned, the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than forty five (45) calendar days prior to the scheduled day for payment will not be processed or paid until the following month.

70. 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 costs, 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 ten (10) calendar 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.

71. RELEASE OF LIENS OR CLAIMS

The Contractor shall indemnify and hold harmless the Owner from all claims for labor and materials furnished under this Contract. Prior to the final payment, the Contractor shall furnish to the Owner, as part of his final payment request, a certification that all of the Contractor's obligations on the project have been satisfied and that all monetary claims and indebtedness have been paid. The Contractor shall furnish complete and legal effective releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the work.

72. FINAL PAYMENT

Upon completion of the work, the Contractor shall notify the Engineer, in writing, that he has completed it and shall request final payment for that Work Performed. 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 record drawings (if applicable) of his construction. Upon receipt of a request for final payment and the record 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 71. 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.

73. 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.

74. 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.

SUPPLEMENTARY CONDITIONS

REVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Add the following:

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the Owner's representative overseeing the project for the City.

ARTICLE 34 INSURANCE AND LIABILITY

Contractor shall maintain limits no less than those stated below:

- A. **Worker's Compensation** – Statutory – in compliance with the Workers' Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.
- B. **Contractors Commercial General Liability** - The Contractor's Commercial General Liability (CGL) shall be in an amount acceptable to the City of Key West but not less than \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 annual aggregate per project. The coverage must include:
- Premises/Operations
 - Broad Form Contractual Liability
 - Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists).
 - Products/Completed Operations
 - Independent Contractors (if any part of the Work is to be subcontracted)
 - Broad Form Property Damage
 - Personal Injury
- C. **Commercial Automobile Liability** – Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:
- Owned automobiles
 - Hired automobiles
 - Non-owned automobiles
 - Location of operation shall be "All Locations."
- D. **Excess/Umbrella Liability** shall have a minimum limit of Two Million (\$2,000,000.00) per occurrence with an annual aggregate of Two Million (\$2,000,000.00.) This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.

- E. **Waiver of Subrogation** - The insurance required under paragraphs A, B, C, & D, shall contain a “Waiver of Subrogation” clause as to the Owner, Consultant, Contractor and their respective officers, agents, employees and sub-contractors.
- F. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements as is required of Contractor.
- G. Certificates of Insurance meeting the required insurance provisions shall be forwarded to Engineer, Owner’s and Risk Management.

ARTICLE 34 “BUILDERS RISK ALL RISK INSURANCE”

Builders Risk All Risk Insurance is not required as part of this contract.

PART 4
TECHNICAL SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01001

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 WORK INCLUDED

1. This project will provide the Owner with the demolition and disposal of Buildings at 525 Angela Street and 604 Simonton Street, Key West, FL. 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.
2. The Contractor shall thoroughly examine all the attached environmental reports, become familiar with the requirements of demolition and disposal of asbestos and lead based paint. The Contractor must follow and perform all the requirements in the reports and shall include the cost for such action in the overall price of the bid.
3. The following additional information, though not all-inclusive, is given to assist the Contractor in his/her evaluation of the work required to meet the project objective.
4. The work site is in a historical residential and commercial neighborhood. The neighboring properties include single family homes and exclusive guesthouses. Safety, environmental compliance, debris management, noise and particularly dust control best management practices must be followed completely throughout the entire project.
5. No storage or processing of material on site is permitted.
6. A construction wall shall be installed prior to demolition.

1.02 RELATED REQUIREMENTS

1. Bid Documents

PART 2 - PRODUCTS

1. Not Applicable

PART 3 - EXECUTION

3.01 MOBILIZATION AND DEMOBILIZATION

1. Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for said will be included in the Bid price indicated in the Proposal.

3.02 SCHEDULING

1. All work shall be planned and executed with minimum interference to the operation of the existing facilities. Prior to starting work, confer with the Project Manager or Owner's representative to develop an approved work schedule.
2. All equipment and materials necessary to complete the job requirements (including any required emergency equipment) shall be on hand prior to the shutdown of any existing services or utilities.

3.03 SITE CONDITIONS

1. 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 in any way affect the work or the cost thereof under this Contract.
 - b. 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. 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.
2. Information On Site Conditions
 - a. The Contractor shall examine the site and may make arrangements with the Owner to conduct his own investigation.

3.04 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

1. Where the Contractor's operations could cause damage or inconvenience to domestic water, gas, irrigation, sewer, or telecommunication systems, the operations shall be suspended until the Contractor has made all arrangements necessary for the protection of these utilities and services.
2. 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 that may result from the construction operations under this Contract.

3. The Contractor shall be responsible for determining, at his own expense, the location of all utilities in each project area.

3.05 INTERFERING STRUCTURES

1. The Contractor shall take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.

3.06 TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES

1. Temporary Water

- a. The Contractor shall make his own arrangements to obtain suitable water from the building supply when needed.

2. Temporary Electric Power

- a. The Contractor shall make his own arrangements to obtain electrical power from the building supply, and extension cords, etc. shall not interfere with building and staff operations.

3. Safety Requirements For Temporary Electric Power

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

4. Sanitary Facilities

- a. The Contractor shall make his own arrangements for sanitary facilities for his employees and his subcontractor's employees.

3.07 SAFETY AND CONVENIENCE

1. Safety Equipment

- a. 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 walkways. Barricades and proper signs shall be furnished in sufficient amounts to safeguard the public and the work.

2. Accident Reports

- a. The Contractor shall promptly report in writing to the Project Manager 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 death or serious damages are caused, the accident shall be reported immediately to the Project Manager by telephone or messenger.

3.08 TRAFFIC MAINTENANCE AND SAFETY

1. Contractor shall comply with all rules and regulations of the State, County and City authorities regarding closing or restricting the use of public streets or highways, including the securing of required permits. No private road shall be closed, except by express permission of the owner.

3.09 PROTECTION OF PROPERTY

1. Protection and Replacement
 - a. The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for in the Contract Documents. Any and all modifications to existing systems including, but not limited to, damp proofing, roofing, telecommunications, etc., must be performed by the manufacturer of said system in order to maintain system guarantees and/or warranties. The Contractor shall be responsible for contracting with the appropriate manufacturer.
 - b. Contractor shall replace all damaged materials and equipment, at no cost to the Owner, whenever such property is damaged due to the activities of the Contractor.
 - c. Materials and equipment installer shall advise Contractor of required protection for all work during remainder of construction period, to avoid damage and deterioration.
2. Cleaning
 - a. Clean all installed surfaces and repair any marred or scratched surfaces with Manufacturer's touch-up paint.

3.10 FIRE PREVENTION AND PROTECTION

1. 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.

3.11 PROTECTION OF THE ENVIRONMENT

1. 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.

3.12 PRESERVATION, RESTORATION AND CLEANUP

1. Site Restoration And Cleanup
 - a. At all times during the work, keep the premises clean and orderly, and upon completion of the daily work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.

3.13 ASBESTOS/LEAD BASE PAINT

1. All Asbestos Containing Material (ACM) and Lead Base Paint shall be handles according to all Federal, State, Local, NESHAP requirements, and attached environmental report.

3.14 MONITORING WELLS

1. Contractor will be responsible for preserving and protecting in monitoring wells on the site.

PART 4 - PAYMENT

4.01 GENERAL

1. Payment for work in this section will be included as part of the bid amount stated in the Proposal.

PART 5 - PERMITS

5.01 GENERAL

1. All permits are the responsibility of the Contractor, including all submittals and plans as may be required to secure said permits.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK INCLUDED

1. The Contractor will furnish all material, equipment, machinery, and labor to demolish and remove Buildings located at the 525 Angela Street and 604 Simonton Street, Key West, FL. Building demolition will include structure, foundations, and footings. Contractor shall coordinate all site work with the Owner or Project Manager.
2. Contractor shall secure permits as necessary for proper execution and completion of the work and shall ensure that all Federal, State, and Local codes are followed.
3. All utilities associated with buildings will be properly disconnected, capped, removed, and/or relocated at the expense of the Contractor and will be coordinated with the appropriate Utility Company prior to start of any work.
4. Contractor shall take the necessary steps to secure the site including fencing, barricades, and/or security before, during and after demolition to prevent entry by unauthorized persons. The Project Manager shall approve security measures.
5. Contractor will be responsible for disposal of all material generated from demolition. Contractor will follow all Federal, State, and Local laws associated with hauling and disposal of material. This will include, but is not limited to, covering of loads during hauling, weight limits, proper permits, etc. Disposal of material, including burning, at the site is not permitted.
6. The attached environmental report from PBS&J contains information on hazardous material that has been identified at the site and on proper handling and disposal of material. Contractor shall verify proper handling and disposal techniques that may be required by Federal, State, or Local requirements.
7. Contractor shall salvage material from the building as directed by the Owner, Project Manager, or the Historic Architectural Review Commission (H.A.R.C).
8. Contractor will repair the site once demolition is complete. Repair shall include but is not limited to:
 - a. Additional crushed limestone fill material to bring site up to surrounding grade
 - b. Compaction of material to 98% Standard Proctor to prevent settling
 - c. Reconnection of utilities if applicable

9. Additional Contractor's Duties:

- a. Provide an experienced, qualified, and competent Superintendent to oversee the Work. Prior to starting demolition, the proposed Superintendent's qualifications shall be submitted in writing to the Owner for approval. The approved Superintendent shall be expected to remain for the duration of the Project, unless the Owner or Project Manager deem him inadequate and requests his removal or the Contractor cannot continue his services to the Project for a reason or reasons that shall be communicated to the Owner. A replacement Superintendent shall be required to follow the same approval process as required for the original.
- b. It shall be the Contractor's responsibility to request approval for entrance to the site for work on Saturdays, Sundays, holiday, and weekday hours other than 8:00 am until 6:00 pm.
- c. The Contractor shall submit a site Health and Safety Plan as per OSHA 1910.120.

1.02 RELATED REQUIREMENTS

1. Bid Documents

PART 2 - PRODUCTS

1. Not Applicable

PART 3 - EXECUTION

1. Asbestos: All Asbestos Containing Material (ACM) shall be handles according to all Federal, State, Local, NESHAP requirements and attached environmental report.
2. Contractor is encouraged take precautionary steps to limit the likelihood of dust inhalation (i.e. appropriate dust masks and goggles and watering of the site)

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND EROSION CONTROLS

PART 1 - GENERAL

1.01 REQUIREMENTS

1. The Contractor shall furnish, install and maintain required construction aids, barriers as required to prevent public entry, and to protect the work, existing facilities, trees and plants from construction operations and other temporary facilities required to complete the work.
2. The Contractor shall provide and maintain methods, equipment and temporary construction, as necessary to provide controls over environmental conditions at the construction site and related areas under Contractor's control.
3. The Contractor shall provide and maintain temporary sanitary toilet(s) of sufficient quantity to handle the maximum on site work force (including subcontractors) in accordance with health standards.
4. The Contractor shall remove all temporary facilities at completion of work or when no longer necessary.
5. All work should be in compliance with a site Storm Water Pollution Prevention Plan (SWPPP) or as directed by the Project Manager.

1.02 DUST CONTROL

1. The Contractor shall provide positive methods and apply dust control water to minimize raising dust from construction operation, and provide positive means to prevent airborne dust from dispersing into the atmosphere. Chemical dust suppressant shall not be used. The Project Manager, prior to use shall, approve dust suppressants.

1.03 WATER CONTROL

1. The Contractor shall provide methods to control surface water to prevent damage to the Project, the site, or adjoining properties. The Contractor shall control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
2. The Contractor shall provide, operate, and maintain hydraulic equipment of adequate capacity to control surface erosion.
3. The Contractor shall dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.

1.04 DEBRIS CONTROL

1. All areas under Contractor's control shall be maintained free of extraneous debris.
2. The Contractor shall initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.
 - a. Containers shall be provided for deposit of debris.
 - b. The Contractor shall prohibit overloading of trucks to prevent spillages on access and haul routes. All truckloads will be covered. Traffic areas shall be periodically inspected to enforce requirements.
3. The Contractor shall schedule periodic collection and disposal of debris. Additional collections and disposal of debris shall be provided whenever the periodic schedule is inadequate to prevent accumulation.

1.05 POLLUTION CONTROL

1. The Contractor shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
2. The Contractor shall provide equipment and personnel to perform emergency measures required to contain any spillages and to remove contaminated soils or liquids; and, shall excavate and dispose of any soil contaminated by the construction operations off-site, and replace with suitable compacted fill and topsoil as directed by the Project Manager.
3. The Contractor shall take special measures to prevent harmful substances from entering public waters; and, shall prevent disposal of wastes, effluents, chemicals, sediments, or other such substances adjacent to streams, or in sanitary or storm sewers.
4. The Contractor shall provide systems for control of atmospheric pollutants; and shall:
 - a. Prevent toxic concentrations of chemicals and
 - b. Prevent harmful dispersal of pollutants into the atmosphere.

1.06 EROSION CONTROL

1. The Contractor shall plan and execute construction and earthwork using methods to control surface drainage from cuts and fills and from borrow and waste disposal areas in order to prevent erosion and sedimentation; and shall:

- a. Hold the number and size of areas of bare soil exposed at one time to a minimum and provide temporary control measures such as berms, dikes, silt fence, silt dams, drains, etc.
 - b. All work should be in compliance with a site Storm Water Pollution Prevention Plan (SWPPP) or as directed by the Project Manager.
2. The Contractor shall construct fills and waste areas by selective placement to eliminate surface silts or clays, which will erode.
3. The Contractor shall periodically inspect earthwork to detect any evidence of the start of erosion, and apply corrective measures as required to control erosion.

1.07 TEMPORARY FUEL TANKS

1. The Contractor shall follow all Federal, State, and Local Guidelines (CFR Requirements) for temporary storage tanks to ensure safety for all personnel and protection to the environment.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

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

2.02 CONSTRUCTION AIDS

1. The Contractor shall provide any and all construction aids, equipment and materials required to facilitate execution of the work, including but not limited to: scaffolds, staging, ladders, stairs, ramps runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.

2.03 SILT FENCE

1. Silt fence shall be used to prevent offsite erosion and shall be used to protect all storm drains.

PART 3 - EXECUTION

3.01 PREPARATION

1. The Contractor shall consult with the Project Manager and review site conditions and factors that affect construction procedures and construction aids, including adjacent properties and public facilities that may be affected by execution of the work.

3.02 GENERAL

1. Installation of facilities shall be of a neat and reasonable uniform appearance, structurally adequate for required purposes.
2. The Contractor shall maintain barriers during entire construction period.
3. The Contractor shall relocate barriers as required by progress of construction.

3.03 EROSION CONTROL

1. Install erosion control measures in locations as indicated on the drawings, in the SWPPP or as directed by the Project Manager.
2. Erosion control measures shall be installed and maintained per manufactures recommendation, per the SWPPP, and/or as directed by the Project Manager.

3.04 TREE AND PLANT PROTECTION

1. The Contractor shall preserve and protect existing trees and plants at the site, which are designated to remain, and those adjacent to the site.
2. The Contractor shall consult with Owner and remove agreed-upon roots and branches, which interfere with construction. The Contractor shall employ a qualified tree surgeon to remove roots and branches, and to treat cuts.
3. The Contractor shall provide temporary barriers to a height of six feet around each tree or plant or around each group of trees or plants, which are designated to remain in the area of the work.
4. The Contractor shall protect root zones of trees and plants and shall perform the following in areas of protected trees and plants:
 - a. Not allow vehicular traffic or parking.
 - b. Not store materials or products.
 - c. Prevent dumping of refuse or chemically injurious materials or liquids.
 - d. Prevent puddling or continuous running water.
5. The Contractor shall carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
6. The Contractor shall replace, or suitably repair, trees and plants which have been designated to remain and which are damaged or destroyed due to construction operations.

3.05 REMOVAL

- a. The Contractor shall completely remove temporary barriers, materials, equipment, and services:
 - b. At completion of project.
1. The Contractor shall clean and repair damage caused by installation or by use of temporary facilities including:
 - a. Removal of foundations and underground installations for construction aids, grading areas of site affected by temporary installations to required elevations and slopes, and
 - b. Cleaning of the area.
2. The Contractor shall restore existing or permanent facilities, if any, used for temporary purposes to specified or original condition.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 WORK INCLUDED

1. Contractor shall perform a contract closeout that includes but is not limited to submittal of payment request, change orders, miscellaneous documents, and substantial and final completion request.

1.02 RELATED REQUIREMENTS

1. Bid Documents

PART 2 - PRODUCTS

1. Not Applicable

PART 3 - EXECUTION

3.03 SUBSTANTIAL COMPLETION

1. When the Contractor considers the work to be substantially completed, Contractor shall submit to the Owner the following:
 - a. Written notice to Owner that the work is substantially complete in accordance with the Contract Documents.
 - b. A list of items yet to be completed or corrected with a detailed explanation for each item on the list.
2. Within a reasonable time upon receipt of such notice, the Owner will make an inspection, if necessary, to determine the status of completion.
3. Should the Owner determine that the work is not substantially complete in accordance with the Contract Documents, the Owner shall promptly notify the Contractor in writing.
4. When the Owner determines the work to be substantially completed, the Owner shall issue a Certificate of Substantial Completion with a list of items to be completed or corrected before final inspection by the Owner.

3.04 FINAL INSPECTION

1. When the Contractor considers the work complete with all minor deficiencies completed or corrected, he shall submit written certification that:
 - a. Contract Document requirements have been met.
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract Documents.
 - d. All minor deficiencies have been corrected or completed and the work is ready for final inspection.
 - e. Project record documents are complete and submitted.
2. Within a reasonable time upon receipt of such certification, the Owner will make an inspection to verify the status of the completion.
3. Should the Owner determine that the work is incomplete or defective, the Owner will promptly notify the Contractor in writing, listing the incomplete or defective work.
4. When the Owner determines the work to be completed and that the work is acceptable under the Contract Documents, the Owner shall issue a Certificate of Final Completion and shall request the Contractor to make closeout submittals.

3.04 FINAL CLEANING

1. All final cleaning shall have been executed prior to final inspection, including, but not limited to, cleaning of the site, sweeping of all paved areas, the raking clean of all other surfaces, the removal of all waste and surplus materials, rubbish, and construction facilities from the project and from the site.

3.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

1. Project Record Documents (if applicable)
 - a. At Contract closeout, submit documents with transmittal letter containing date, project title, Contractor's name and address, list of documents, and signature of the Contractor.
 - b. Drawings legibly marked to record actual construction, horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - c. Specifications and addenda legibly marking each section to record.
 - d. Changes made by field order or by change order.

2. Evidence of Payment

3.06 FINAL ADJUSTMENT OF ACCOUNTS

1. Submit a final statement of accounting to the Owner. The statement shall reflect all adjustments to the Contract amount.
 - a. The original contract sum.
 - b. Additions and Deductions resulting from:
 - i. Change orders
 - ii. Allowances
 - iii. Unit prices
 - iv. Deductions for uncorrected work
 - v. Deductions for liquidated damages
 - vi. Penalties and bonuses
 - vii. Other adjustments
 - c. Total contract amount as adjusted
 - d. Previous payments
 - e. Amount remaining due

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 WORK INCLUDED

1. Throughout progress of the work, maintain an accurate record of changes in the Contract Documents.
2. Upon completion of the Work, submit the recorded changes to the Owner.

1.02 RELATED SECTIONS

1. Contract Documents
2. General Conditions,
3. Supplementary Conditions
4. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications.

1.03 QUALITY ASSURANCE

1. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff.
2. Accuracy of Records
 - a. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
 - b. Accuracy of records shall be such that future searches for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
3. Make entries within 24 hours after receipt of information that the change has occurred.

1.04 SUBMITTALS

1. Prior to submitting each request for progress payment, secure the Owner's approval of the current status of the Project Record Documents as that approval may be a prerequisite

for the Owner to approve requests for progress payments and the request for Final Payment under the Contract.

2. Prior to submitting request for final payment, submit the job set of the Project Record Documents to the Owner and secure his approval.

1.05 PRODUCT HANDLING

1. Maintain the job set of the Record Documents completely protected from deterioration and from loss and damage until completion of the Work and submittal of the job set to the Owner for his transfer of all recorded data to the final Project Record Documents.
2. In the event of loss of recorded data, use means necessary to again secure the data to the Owner's approval.
 - a. Such means shall include, if necessary in the opinion of the Owner, removal and replacement of concealing materials.
 - b. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 - PRODUCTS

2.01 RECORD DOCUMENTS

1. Job Set
 - a. Promptly following receipt of the Notice to Proceed, secure from Owner one complete set of all Documents comprising the Contract. (If necessary, replacement sets are available from the Owner at the Owner's usual charge for reproduction and handling.)

2.02 FINAL RECORD DOCUMENTS

1. At the completion of the Work, the Contractor shall submit the job set of the Record Documents to the Owner for review and approval. Record documents shall indicate the "as-built" condition.

PART 3 - EXECUTION

3.01 MAINTENANCE OF JOB SET

1. Immediately upon receipt of the job set, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET".
2. Preservation

- a. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Owner.
- b. Do not use the job set for any purpose except entry of new data and for review by the Owner.
- c. Maintain the job set at the site of work as designated by the Owner.

3. Making Entries on Drawings

- a. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required. Clearly indicate at each affected detail and other Drawing a full description of changes made during construction, and the actual location of items described in Paragraph 3.01.5 below.
- b. Date all entries.
- c. Call attention to the entry by a "cloud" drawn around the area or areas affected.
- d. In the event of overlapping changes, use different colors for the overlapping changes.

4. Making Entries on other Pertinent Documents

- a. Make entries in the pertinent other Documents as approved by the Owner.

5. Conversion of Schematic Layouts

- a. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items, are shown schematically and are not intended to portray precise physical layout.
 - i. The Contractor, subject to the Owner's approval, determines final physical arrangement.
 - ii. However, design of future modifications of the facility may require accurate information as to the final physical layout of items that are shown only schematically on the drawings.
- b. Show on the job set of Record Drawings, by dimensions accurate to within one inch, the centerline of each run of items such as are described in Paragraph 3.01.5.
 - i. Clearly identify the item by accurate notes such as "cast iron drain", "galv.

water", and the like.

- ii. Show, by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed", and the like).
- iii. Make all identification sufficiently descriptive that it may be related reliably to the Specifications.

3.02 FINAL PROJECT RECORD DOCUMENTS

1. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of the work to proceed without lengthy and expensive site measurement, investigation, and examination.
2. Approval of Recorded Data
 - a. At the completion of the Work, submit the completed job set of the Project Record Documents to the Owner for review.
 - b. Participate in review meetings and promptly provide any additional information requested and/or make revisions to the job set as required to obtain the Owner's approval of the job set as accurate and complete.

3.03 CHANGES SUBSEQUENT TO ACCEPTANCE

1. The Contractor has no responsibility for recording changes in the work subsequent to Final Completion, except for changes resulting from work performed under Warranty.

END OF SECTION

DIVISION 2
SITE WORK

SECTION 02060

BUILDING DEMOLITION

PART 1 - GENERAL

1.01 WORK INCLUDED

1. This Section includes the following:
 - a. Demolition and removal of buildings.
 - b. Demolition and removal of site improvements.
 - c. Disconnecting, capping or sealing, and removing site utilities.
 - d. Protection of monitoring wells

1.02 RELATED DOCUMENTS

1. Contract Documents
2. General and Supplementary Conditions
3. Drawings

1.03 DEFINITIONS

1. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
2. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
3. Remove for reuse: Items to be removed as undamaged as possible and left in a designated area for cleaning and reuse by others.
4. Existing to Remain: Protect trees indicated to remain against damage and during demolition.

1.04 MATERIALS OWNERSHIP

1. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's

property and shall be removed from the site with further disposition at the Contractor's option.

2. The Owner encourages the diversion of demolition waste from landfill disposal. Beyond the provisions for such work in either the basic scope of work or bid alternates, the contractor is encouraged to salvage materials for reuse, resale, or recycling to the maximum extent possible.
3. Historical items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to the Owner, which may be encountered during demolition, remain the Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to the Owner.
 - a. Cooperate with Owner's archaeologist or historical adviser.

1.05 SUBMITTALS

1. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
2. Proposed dust-control measures.
3. Proposed noise-control measures.
4. Schedule of demolition activities indicating the following:
 - a. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - b. Dates for shutoff, capping, and continuation of utility services.
5. Inventory of items to be removed and salvaged.
6. Inventory of items to be removed by Owner.
7. Photographs or videotape, sufficiently detailed, of existing site and existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations
8. Record drawings: At Project closeout, identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.
 - a. Provide the Owner with a clean set of blueline prints marked up with red or other contrasting color or as directed by the Project Manager.

- b. Show all changes, if any, including accurate locations of all underground-capped utilities.
 - c. Show location(s) of any other important items uncovered during demolition that remain buried and differ from the Contract Documents.
9. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes (if applicable).

1.06 QUALITY ASSURANCE

1. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed demolition Work similar to that indicated for this Project.
2. Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.07 PROJECT CONDITIONS

1. Buildings to be demolished will be vacated and their use discontinued before start of Work. Owner shall have removed all loose or easily obtained items prior to start of demolition activities.
2. Owner assumes no responsibility for actual condition of buildings to be demolished.
 - a. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical with the exception of removal of all furniture and loose equipment.
3. Contractor is encouraged take precautionary steps to limit the likelihood of dust inhalation (i.e. appropriate dust masks and goggles)

1.08 SCHEDULING

1. Arrange demolition schedule so as not to interfere with Owner's on-site operations.

PART 2 - PART 2 - PRODUCTS

2.01 SOIL MATERIALS

1. Requirements for satisfactory soil materials are specified in Division 2 Section "Earthwork."
 - a. Obtain approved borrow soil materials off-site when sufficient satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.01 EXAMINATION

1. Verify that utilities have been disconnected and capped.
2. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
3. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
4. Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
5. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

3.02 UTILITY SERVICES

1. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving structures to be demolished.
 - a. Arrange to shut off indicated utilities with the appropriate Utility Division.
2. Utility Requirements: Refer to Sections 15020 and 16020 for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.03 PREPARATION

1. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
2. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - a. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
3. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

- a. Erect temporary protection around entire site. Provide temporary walks where fencing must encroach over existing walks.
- b. Protect existing trees to remain.
 - i. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
4. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of buildings to be demolished and adjacent buildings to remain.
 - a. Strengthen or add new supports when required during progress of demolition.
5. Protect all existing monitoring wells by erecting a plainly visible fence around the well.

3.04 EXPLOSIVES

1. Explosives: Are not allowed by Owner

3.05 POLLUTION CONTROLS

1. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
 - a. Do not create hazardous or objectionable conditions, such as flooding and pollution, when using water.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - a. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.
3. Provide silt and erosion control fencing around perimeter of site and adjacent to lakes ditches and waterways.
4. Clean adjacent buildings and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
 - a. This includes nearby lakes and ponds as well as existing streets and vegetation on adjacent sites

3.06 DEMOLITION

1. Building Demolition: Demolish buildings completely and remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:
 - a. Remove items to be salvaged.
 - b. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - c. Dispose of demolished items and materials promptly. On-site storage is prohibited unless approved by the Project Manager.
 - d. Demolish concrete and masonry in small sections.
 - e. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - f. Break up and remove concrete slabs on grade, unless otherwise shown to remain.
 - g. Remove air-conditioning equipment without releasing refrigerants.
2. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:
 - a. Completely remove below-grade construction, including foundation walls, footings, and utilities.
3. Filling Below-Grade Areas: Completely fill below-grade areas and voids resulting from demolition of buildings, utilities, and pavements with soil materials according to requirements specified in Division 2 Section "Earthwork."
4. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

3.07 DISPOSAL OF DEMOLISHED MATERIALS

1. General: Promptly dispose of demolished materials except for material specifically earmarked for stockpiling on site. Do not allow demolished materials to accumulate on-site.
2. Burning: Do not burn demolished materials.
3. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.08 DEMOLITION SCHEDULE

1. Remove the following:
 - a. All buildings in their entirety including mechanical, plumbing, drainage, and electrical systems together with piping both within the buildings and on site except as listed below to be salvaged.
 - b. Except for trees and existing parking lot, all site hardscapes and softscapes including shrubbery, underground irrigation, driveways, paving, curbs and sidewalks except for perimeter walks adjacent to existing streets, drainage ways, retaining walls and fences.
2. Protect and save the following:
 - a. All items listed as salvage.
 - b. Protect all trees from damage. Fence all trees to the outer circumference of the trees canopy (drip line). All trees overhanging the buildings shall have demolition operations from the opposite side of the building pulling debris away from the subject tree. As soon as practical, remove all demolition sufficiently away from the tree to allow full fencing of the overhanging portion through to the end of construction.

END OF SECTION

SECTION 02110

SITE CLEARING

PART 1 - GENERAL

1.01 WORK INCLUDED

1. This Section includes the following:
 - a. Protection of existing trees indicated to remain.
 - b. Removal of other vegetation.
 - c. Topsoil stripping.
 - d. Clearing and grubbing.
 - e. Removing above-grade improvements.
 - f. Removing below-grade improvements.

1.02 RELATED DOCUMENTS

1. Contract Documents
2. General and Supplementary Conditions
3. Section 02060: Building Demolition
4. Section 02200: Earthwork

1.03 PROJECT CONDITIONS

1. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.
2. Protection of Existing Trees: Protect all existing trees to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees to be left standing.

- a. Water trees and other vegetation to remain within limits of contract work as required maintaining their health during course of construction operations.
- b. Provide protection for roots over 1-1/2 inch (38 mm) in diameter that are cut during construction operations. Coat cut faces with emulsified asphalt or other acceptable coating formulated to use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
- c. Repair or replace trees that are damaged by construction operations in a manner acceptable to Owner.
- d. Replace trees that cannot be repaired and restored to full-growth status, as determined by Owner.

1.04 EXISTING SERVICES

1. General: Indicated locations are approximate; determine exact locations before commencing Work.
2. Arrange and pay for disconnecting, removing, capping, and plugging utility services. Notify appropriate Utility Division in advance and obtain approval before starting this Work.
3. Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 SITE CLEARING

1. General: Remove shrubs, grass, and other vegetation, improvements, or obstructions, as required for complete demolition to a “clean” site ready for of new construction. Remove similar items elsewhere on site or premises. Removal includes digging out and off-site disposal of stumps and roots.
 - a. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches cannot be left undisturbed in the process of demolition.
2. Clearing and Grubbing: Clear site of shrubs, and other vegetation, except for trees to be left standing.
 - a. Completely remove stumps, roots, and other debris protruding through ground surface.

- b. Use only hand methods for grubbing inside drip line of trees indicated to remain.
- c. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - i. Place fill material in horizontal layers not exceeding 2 feet loose depth, and thoroughly compact each layer to a minimum density of 95% of modified proctor maximum density or as directed by the Project Manager
- 3. Removal of Improvements: Remove existing above-grade and below-grade improvements. Refer to Sections 15020 and 16020 for direction on termination of abandoned utilities.
 - a. Abandonment or removal of certain underground pipe or conduits may be indicated on mechanical or electrical drawings and is included under work of related to Sections 15020 and 16020. Removing abandoned underground piping or conduits interfering with construction is included under this Section.

3.02 DISPOSAL OF WASTE MATERIALS

- 1. Burning on Owner's Property: Burning is not permitted on Owner's property.
- 2. Removal from Owner's Property: Remove waste materials and unsuitable or excess topsoil from Owner's property.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.01 WORK INCLUDED

1. This Section includes excavating and backfilling for below ground structures and abandoned utilities including plant roots, parking subbase, underground utilities, and miscellaneous footings

1.02 RELATED DOCUMENTS

1. Section 01010: Summary of Work
2. Section 02060: Building Demolition
3. Section 02110: Site Clearing

1.03 DEFINITIONS

1. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.
2. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
3. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.
4. Subbase Course: The layer placed between the subgrade and base course in a paving system or the layer placed between the subgrade and surface of a pavement or walk.
5. Base Course: The layer placed between the subbase and surface pavement in a paving system.
6. Drainage Fill: Course of washed granular material supporting slab-on-grade placed to cut off upward capillary flow of pore water.
7. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Project Manager. Unauthorized excavation, as well as remedial work directed by the Project Manager, shall be at the Contractor's expense.
8. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs,

mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

9. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

1.04 SUBMITTALS (As applicable)

1. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
2. Test Reports: In addition to test reports required under field quality control, submit the following:
 - a. Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources. Contractor shall pay for all laboratory analysis.
 - b. One optimum moisture-maximum density curve for each soil material.
 - c. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.05 QUALITY ASSURANCE (As applicable)

1. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction.
2. Testing and Inspection Service: Employ a qualified independent Geotechnical Project Managing testing agency to classify proposed on-site and borrow soils to verify that soils comply with specified requirements and to perform required field and laboratory testing. The Contractor shall pay for all testing.
3. Preinstallation Conference:
 - a. Before commencing earthwork, meet with representatives of the governing authorities, Owner, Project Manager, consultants, Geotechnical Project Manager, independent testing agency, and other concerned entities. Review earthwork procedures and responsibilities including testing and inspection procedures and requirements. Notify participants at least three working days prior to convening conference. Record discussions and agreements and furnish a copy to each participant.

1.06 PROJECT CONDITIONS

1. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Owner and then only after

acceptable temporary utility services have been provided.

- a. Provide a minimum 48-hours' notice to the Owner and receive written notice to proceed before interrupting any utility.
2. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with Utility Divisions to shutoff services if lines are active.
3. Existing Trees: Demolition Contractor is to protect all healthy trees currently existing on-site.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

1. General: Provide Project Manager approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations.
2. Soil materials used for backfill in areas of future roads shall be crushed limestone per FDOT specs for roadway in "FDOT Specifications for Road and Bridge Construction".

2.02 ACCESSORIES (Not Applicable)

1. Filter Fabric: Manufacturer's standard nonwoven pervious geotextile fabric of polypropylene, nylon or polyester fibers, or a combination.
 - a. Provide filter fabrics that meet or exceed the listed minimum physical properties determined according to ASTM D 4759 and the referenced standard test method in parentheses:
 - i. Grab Tensile Strength (ASTM D 4632): 100 lb (45 kg).
 - ii. Apparent Opening Size (ASTM D 4751): #100 U.S. Standard (150 micrometer) sieve.
 - iii. Permeability (ASTM D 4491): 150 gallons per minute per sq. ft. (102 L/s per sq. m).
2. Use filter fabric for required site boundary silt fencing and containment during entire period of demolition work

PART 3 - EXECUTION

3.01 PREPARATION

1. Protect utilities remaining, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
2. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
3. Protect trees as specified

3.02 DEWATERING

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

3.03 EXCAVATION

1. Explosives: Not permitted
2. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.
 - a. Earth excavation includes excavation of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and removed; together with soil and other materials encountered that are not classified as rock or unauthorized excavation.
 - i. Intermittent drilling, blasting, or ripping to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.

3.04 STABILITY OF EXCAVATIONS

1. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

3.05 EXCAVATION AT STRUCTURES

1. Excavate to required depths and widths to uncover and remove all existing concrete footings and foundations, vegetation roots, piping, underground tanks, sumps, grease pits, vaults, etc. Properly compact all excavations as directed by the Project Manager before any backfilling operations are commenced. Provide test results assuring that compaction meets or exceeds density and optimum moisture.

3.06 STORAGE OF SOIL MATERIALS

1. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.
 - a. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.07 BACKFILL

1. Backfill excavations promptly, but not before completing the following:
 - a. Testing, inspecting, and approval of compaction of existing required excavations as directed by the Project Manager
 - b. All existing underground structures removed.
 - c. Removal of trash and debris from excavation.

3.08 FILL

1. Preparation: Remove vegetation, topsoil, debris, wet, and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.
 - a. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface (As Applicable).
2. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and recompact as directed by the Project Manager.
3. Place fill material in layers to required elevations for each location listed below.
 - a. For all areas of the site, use Project Manager approved excavated or borrow soil material.

3.09 MOISTURE CONTROL (As Applicable)

1. Uniformly moisten or aerate each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 - a. Do not place backfill or fill material on surfaces that are muddy.
 - b. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.

- i. Stockpile or spread and dry removed wet satisfactory soil material.

3.10 COMPACTION

1. Place backfill and fill materials in layers not more than 2 feet in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
2. Place backfill and fill materials evenly to required elevations. Place backfill and fill uniformly along the full length of each excavation.
3. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the percentages of maximum dry density according to ASTM D 1557 or as directed by the Project Manager:
 - a. For all backfill under proposed roadways, compact the material at 95 percent maximum dry density or as directed by the Project Manager.

3.11 GRADING

1. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - a. Provide a smooth transition between existing adjacent grades and new grades.
 - b. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
2. Site Grading: Slope grades to direct water in a natural gently sloping pattern to prevent erosion and to prevent ponding. Finish subgrades to match adjacent grades and to create natural contours without sharp changes in elevation and within the following tolerances:

3.12 FIELD QUALITY CONTROL (as applicable)

1. Testing Agency Services: Allow testing agency to inspect and test bottom of exposed excavations and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
2. The Contractor shall pay for all testing.
 - a. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), or ASTM D 2937 (drive cylinder method), as applicable.

- i. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the moisture gages according to ASTM D 3017.
 - ii. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Project Manager.
- b. At excavation subgrades, perform at least one test of each 100' of each soil stratum to verify density and other requirements.
3. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.

3.13 PROTECTION

1. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent demolition operations or weather conditions.
 - a. Scarify or remove and replace material to depth directed by the Project Manager; reshape and recompact at optimum moisture content to the required density.
3. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.
 - a. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

1. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION

SECTION 15020

MECHANICAL DEMOLITION

PART 1 - GENERAL

1.01 WORK INCLUDED

1. This Section includes the following:
 - a. Demolition and removal of building mechanical and plumbing.
 - b. Demolition and removal of site mechanical and piping.
 - c. Disconnecting and capping of pipe lines.
 - d. Removal and disposal of fluids, HVAC equipment, insulation and piping.

1.02 RELATED DOCUMENTS

1. Section 01720: Project Record Documents
2. Section 02060: Building Demolition
3. Section 02110: Site Clearing

1.03 DEFINITIONS

1. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
2. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage.

1.04 MATERIALS OWNERSHIP

1. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.05 SCHEDULING

1. Arrange demolition schedule so as not to interfere with Owner's on-site operations.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.01 SITE MECHANICAL DEMOLITION

1. Locate, excavate and remove all pipelines in accordance with all OSHA, State, and local codes and standards. Contact appropriate Utility Division for assistance.
2. Notify Owner and utility of time and location prior to shutting off any pipeline in accordance with their standard procedures.
3. Cut and cap pipeline and dispose of all fluids in accordance with all EPA, State and local rules and regulations and ANSI and ASME applicable codes.
4. Test capped gas pipe and valves.
5. Verify in writing that demolition work, removing, sealing and capping utility services has been completed according to plans and specifications.

3.02 BUILDING MECHANICAL DEMOLITION

1. Remove and salvage refrigerant in HVAC equipment by an EPA certified refrigerant technician according to all EPA, State, and local rules and regulations.
2. Remove all fluids from pipes and dispose of according to all EPA, State and local rules and regulations.
3. Remove all insulation off of pipes and dispose of in accordance with all Federal, State and local codes.
4. Remove all pipes, heating units, air conditioning units, thermostats and associated equipment and dispose of according to Federal, State and local codes.

END OF SECTION

SECTION 16020

ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.01 WORK INCLUDED

1. This Section includes the following:
 - a. Demolition and removal of building electrical system.
 - b. Demolition and removal of site electrical system

1.02 RELATED DOCUMENTS

1. Section 01720: Project Record Documents
2. Section 02060: Building Demolition
3. Section 02110: Site Clearing

1.03 DEFINITIONS

1. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
2. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage.

1.04 MATERIALS OWNERSHIP

1. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.05 SCHEDULING

1. Arrange demolition schedule so as not to interfere with Owner's on-site operations.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.01 SITE ELECTRICAL DEMOLITION

1. Locate, excavate and remove all cables, conduits, and electrical manholes shown on plans, and dispose of in accordance with all Federal, State, and local rules and regulations.
2. Remove and dispose of all outside luminaries on building walls and in parking lot, as shown on the Plans, in accordance with all Federal, State, and local rules and regulations.

3.02 BUILDING ELECTRICAL DEMOLITION

1. Remove and dispose of all PCB containing transformers in accordance with all federal, State, and local rules and regulations.
2. Remove and dispose of all light ballast and florescent bulbs in accordance with all EPA, State and local rules and regulations.
3. Remove and salvage items identified by Owner as items they will reuse or store for use later.
4. Remove all electrical cables, conduits, panels, disconnects, switchgear, etc. that is not to be salvaged.

END OF SECTION

PART 5

ENVIRONMENTAL REPORT



Environmental Services, LLC

14505 Commerce Way, Suite 400
Miami Lakes, Florida 33016
Tel (305) 374-8300
Fax (305) 374-9004

October 26, 2010
EE&G Project No. 2010-2502

Mr. W. Mark Henry
PBS&J
2001 NW 107th Avenue
Miami, Florida 33172

**Subject: Supplemental Limited Asbestos Assessment
City of Key West City Hall
525 Angela Street
Key West, FL 33040**

Dear Mr. Henry,

Originally contracted by PBS&J to perform a pre-demolition survey ourselves, EE&G was provided this attached report by PBS&J just prior to EE&G's planned survey site visit on October 13-14, 2010. EE&G has since been retained by PBS&J to review and supplement (if needed) the original Asbestos Demolition Survey performed by PSI and report September 10, 2009. Since the reports were performed by a Florida-certified asbestos consulting company (PSI) with inspections performed by an accredited inspector and sample analyses done by a NVLAP accredited lab, EE&G/PBS&J choose to accept this report "on its own merit" and at "face value" with their results intact with their inherent limitations and thus, PSI also assumes liability for their results as per their original contract.

Therefore, the following statements are not meant to alter or deduct anything from the PSI report but merely supplement and/or clarify where EE&G feels it may assist prospective bidders pricing the abatement and demolition of the structure, especially since there were no figures or photographs provided in the initial report. Some additional samples were collected on October 14, 2010 and the results with their interpretations are as follows:

To supplement and clarify, see Items in order of the original report:

1) **HA 2, Sample#6:** PSI identified Gray 9x9" VFT/mastic which cannot be verified on Floor 2 IT Department. This area has newer 18x18" ceramic tile after recent renovations and occupants could not verify whether ACM VFT still exists under or it was abated prior to new tile installation. In either case, the size of the Flr 1 Conference/Storage room of 400 SF is accurate, thus the IT room would need its own separate quantity, if it still exists. Floor 2 Conference Room VFT is of different color and will also be quantified later in this report. See Photo#s 3-5 of floor 1 areas and 17-18 of current IT department.

2) **HA 6 Sample#s 16-18:** Exact location of this ACM VFT could not be verified (if it was first conference room or a separate conference room in PIO area?). Official room functions and names may have changed since 2009 survey. May be large office across from PIO LT office.

3) **EE&G Sample#s 101310-5/5A:** In a closed section of PIO Offices/corridor/old booking, EE&G identified ACM tan 9x9" VFT and black mastic (under nonACM VFT and carpet) throughout the majority of the area except for bathrooms. It is not apparent the PSI report sampled this area and identified/accounted for these functional spaces and their ACMs. The additional material measures approximately 1,200 SF. See Figure #1 and Photo#s 6-9.

4) **EE&G Sample# 101310-4:** In a closed section of PIO Offices/corridor/old booking, EE&G identified ACM textured ceiling treatment exposed and/or above drop ceilings throughout the entire area except for bathrooms. It is not apparent the PSI report sampled this homogeneous area and identified/accounted for these functional spaces and their ACMs. The additional material measures approximately 1,200 SF. See Figure #1 and Photo#s 9-10 of corridor.

5) **HA 24 Sample#s 64-66:** ACM black CHW was observed in Floor 2 AHR, but EE&G feels the amount of 30 LF should be supplemented to account for any runs above hard ceilings (or in chases) to other areas of the building or roof. Exact locations and quantities may not be available until demolition of the entire floor 2 ceiling and chase system is performed during interior demolition. See Photo# 15.

6) **HA 38, Sample#s 106-108:** Identified Brown 9x9" VFT/mastic 256 SF in "Managers office" is also present throughout the City Managers complex under carpet. These areas include CM storage, Conference Room and Portia's office totaling an additional 600 SF. See Photo#s 19, 21-22 of current CM/AssCM offices.

7) **EE&G Sample 101310-1:** EE&G identified ACM redbrick pattern linoleum under carpet in Ass. City Managers office only, approx. 120 SF total. This room may have served as a former break room. See Photo#s 20.

8) **EE&G Sample#s 101310-6,7,8:** EE&G identified suspect ACM drywall system and white VFT in the City Clerks storage building previously unaccessed by PSI?. No asbestos was detected in these samples, thus not further action required.

Finally, the entire former "Revenue Dept." area was inaccessible the days of our inspections. These areas were accessible during PSI's original visit, but no ACMs were identified in those areas.

EE&G appreciates the opportunity to assist PBS&J with this matter. Please call us if you have any questions regarding this project.

Very truly yours,



Richard Grupenhoff
Senior Inspector/Staff Professional
EE&G
Appendices



Daniel J. Cottrell, PhD, P.G.
Asbestos Consultant #DD0000010
EE&G

Mr. W. Mark Henry
October 26, 2010
Appendices

APPENDIX A

**PSI DEMOLITION SURVEY REPORT
DATED SEPTEMBER 10, 2009**

ASBESTOS DEMOLITION SURVEY

**KEY WEST CITY HALL
525 ANGELA STREET
KEY WEST, FLORIDA**

Prepared For

**MBI-K2M ARCHITECTURE
1001 WHITEHEAD STREET
KEY WEST, FLORIDA 33040**

Prepared By

**PROFESSIONAL SERVICE INDUSTRIES, INC.
7950 NW 64TH STREET
MIAMI, FLORIDA 33166**

PSI PROJECT NUMBER: 784-9A038

AUGUST 25, 2009



August 25, 2009

MBI-K2M Architecture, Inc.
1001 Whitehead Street
Key West, Florida 33040

Attn.: Mr. Will Shelper
Project Manager

Re: Asbestos Demolition Survey
Key West City Hall
525 Angela Street
Key West, Florida 33040
PSI Project Number 784-9A038

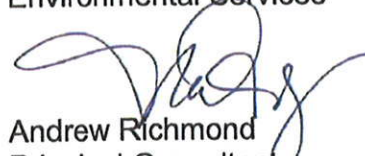
Dear Mr. Shelper:

Enclosed herewith please find one (1) copy of the above-referenced Asbestos Demolition Survey. After your review, if you have any questions or concerns, please do not hesitate to contact Mr. Glenn Potharst at (305) 471-7721, extension 16.

Professional Service Industries, Inc. appreciates the opportunity to work with MBI-K2M Architecture on this project. We look forward to working with you again in the future.

Respectfully submitted,
Professional Service Industries, Inc.


Glenn R. Potharst
Department Manager -
Environmental Services


Andrew Richmond
Principal Consultant (for)

GRP/SSC/AR

Enclosures



FL PE No. 44650
Scott S. Crandall, P.E.
Florida Licensed Asbestos Consultant
No. EA-0000060

Scott S. Crandall
2009.08.26
14:17:16 -04'00'

ASBESTOS DEMOLITION SURVEY

Of the

**KEY WEST CITY HALL
525 ANGELA STREET
KEY WEST, FLORIDA**

Prepared for:

**MBI-K2M ARCHITECTURE, INC.
525 ANGELA STREET
KEY WEST, FLORIDA 33040**

Conducted by:

**PROFESSIONAL SERVICE INDUSTRIES, INC.
7950 NW 64th STREET
MIAMI, FLORIDA 33166
(305) 471-7721**

PSI PROJECT NUMBER: 784-9A038

AUGUST 25, 2009



TABLE OF CONTENTS

	PAGE
EXECUTIVE SUMMARY	i
I. INTRODUCTION	1
II. METHODOLOGY	2
III. THE LABORATORY	4
IV. FINDINGS AND OBSERVATIONS	6
V. CONCLUSIONS.....	14
APPENDICES	
A. GLOSSARY OF TERMS	
B. PETROGRAPHIC BULK SAMPLE RESULTS	
C. STAFF CERTIFICATES	

EXECUTIVE SUMMARY

GENERAL

Professional Service Industries, Inc. (PSI) was retained by MBI-K2M Architecture to conduct an Asbestos Demolition Survey of the Key West City Hall Building located at 525 Angela Street in Key West, Florida.

The subject site surveyed consists of a two story structure. The suspect building materials consisted of drywall, interior plaster, exterior plaster, 12" x 12" and 9" x 9" floor tile, carpet mastic, drop down ceiling tile and roofing materials.

PSI conducted this sampling survey in general accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAP) and the U.S. Environmental Protection Agency (EPA).

Mr. Glenn Potharst of PSI conducted the survey on June 22, 2009. The purpose of the survey was to identify, locate and quantify friable and non-friable suspect asbestos-containing materials located at the subject site. During the survey, a total of one hundred eight (108) samples of suspect asbestos-containing materials (ACM) were collected from thirty-eight (38) homogeneous areas and analyzed by Polarized Light Microscopy (PLM). **Results of laboratory analysis confirmed that the following sampled materials contained greater than one percent (>1%) asbestos.**

MATERIAL DESCRIPTION	% ASBESTOS – TYPE
9" x 9" Gray Floor Tile/Black Mastic	Tile – 3%-4% Chrysotile Mastic - 3% Chrysotile
White Floor Tile (2 nd Layer)	Tile – 3% Chrysotile Mastic – NAD
Gray A/C Duct Mastic	7% Chrysotile
Black Pipe Mastic	3% Chrysotile
Floor Tile Under Ceramic Tile	Tile – NAD Mastic – 3% Chrysotile
Textured Ceiling Material	4% Chrysotile
9" x 9" Brown Floor Tile/Mastic	Tile – 2% Chrysotile Mastic – 5% Chrysotile

The EPA considers a homogenous material to be asbestos-containing if at least one sample of this material is greater than one percent (>1%) asbestos.



PURPOSE

The purpose of this study was to provide information regarding the presence of asbestos containing materials at the site, which is planned to be demolished.

PSI warrants that the findings contained herein have been promulgated in general accordance with accepted professional practices at the time of its preparation as applied by professionals in the community.

The report is limited to the information available from the client at the time it was prepared and the conditions existing in the facility at the time of survey. There is a possibility that conditions may exist which could not be identified within the scope of the survey or which were not apparent during the site visit.

As directed by the client, PSI did not provide any service to investigate or detect the presence of moisture, mold or other biological contaminants in or around any structure, or any service that was designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or recurrence of mold amplification.

The Asbestos Survey was performed and a final report prepared by PSI. The report has been included in its entirety in this document for the exclusive use of by MBI-K2M Architecture.

I. INTRODUCTION

Asbestos, commonly referred to as the miracle mineral, has been used as a reinforcement fiber for more than 2,000 years. Due to the abundant availability of the fiber, its acoustical and tensile qualities, and its resistance to fire and chemicals, asbestos has been used extensively in building materials.

However, inhalation of asbestos fibers has been found to be a health hazard to humans, and building owners may be held liable for the presence of the fibers and subsequent inhalation by occupants. Due to these factors, a move is presently underway among building owners in both the public and private sectors to identify any asbestos-containing materials (ACM) in their buildings. This identification is accomplished by building inspections, which are the first step in a plan to effectively control and/or remove any known asbestos-containing materials found.

The main purposes of these inspections are identification of asbestos-containing materials, determination of the potential for exposure within each building and development of budgetary cost estimates for removal and replacement of asbestos-containing materials. Once the asbestos-containing materials are identified and assigned a Priority Level, their removal should be addressed in a phased abatement program. A phased abatement is designed to remove those materials possessing the highest exposure potential (and therefore posing the greatest health risk) first, and then to address the areas with successively lower exposure potentials.

Current EPA statutes address presently friable (easily crumbled) and non-friable materials. Non-friable building materials do not create an environmental exposure unless they are sawn, broken, ripped, or pulverized. However, even materials that are well wrapped and technically non-friable at the time of inspection have the potential to become friable very readily by accidental tearing or other disturbance. It is for this reason, as well as to simply inform the owner of all asbestos-containing materials, that PSI's policy is to address all materials which are potentially friable as well as those presently friable. This report has been organized in a manner that presents the data in several forms to best suit the needs of the building owner. The Quality Control and Method of Quantification section explains our testing and quality control methods. The Petrographic Results section is a listing of samples taken and their asbestos content. The spreadsheets contain detailed information on the locations, types, and quantities of all documented asbestos materials sampled.

II. METHODOLOGY

GENERAL REFERENCES

MBI-K2M Architecture, Inc. authorized PSI to conduct an Asbestos Demolition Survey and to analyze samples taken during the survey.

Asbestos survey and sampling procedures were performed in general accordance with National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulation and the guidelines published by the EPA in 40 CFR Part 763 Subpart E, October 30, 1987, last amended July 3, 1995.

ASBESTOS SAMPLING SURVEY GENERAL ORGANIZATION

The study itself consisted of three major activities: visual observation, sampling, and quantification. Although these activities are listed separately, they are integrated tasks.

VISUAL OBSERVATION

The visual observation of the building was performed by EPA accredited inspector Mr. Glenn Potharst, Certificate No. 133417. The initial building walk-through was conducted to determine the presence and condition of suspect materials. Materials from each of these areas, which were similar in general appearance, were grouped into homogeneous sampling areas. Functional spaces were also identified. Such materials are termed "homogeneous materials" by the EPA. During this walk-through, the approximate quantities of these homogeneous materials were also noted. The survey included investigating the interior and exterior walls and wall cavities.

Following the EPA inspection protocol, each identified suspect homogeneous material was placed in one of the following EPA classifications:

Surfacing Materials (sprayed or trowel applied to building members)

Thermal System Insulation (materials generally applied to various mechanical systems)

Miscellaneous Materials (any materials which do not fit either of the above categories)

SAMPLING PROCEDURES

Following the walk-through of the building, the inspector collected selected samples of materials identified as suspect ACM. Interior walls, exterior walls and cavities were investigated through damaged wall areas or inspection holes which were made.

EPA and NESHAP guidelines were used to determine the sampling protocol. Sampling locations were chosen to be representative of the homogeneous material.

Samples of thermal system insulation (TSI) and miscellaneous materials were taken as randomly as possible while again attempting to sample already damaged areas so as to minimize disturbance of the material. Sampling was scheduled to minimize interference with building occupants. After each sample was extracted, a spray encapsulant was applied to the sampled area to prevent potential fiber release.

QUANTIFICATION

Quantities of building materials, which were suspected of containing asbestos, were estimated. This estimation was performed by taking approximate measurements in the field. Pipe lagging was quantified by linear footage while the actual number of Mudded Joint Packing (MJP)'s was counted. Insulation on mechanical equipment such as boilers and ductwork was quantified by the square footage of the surface area of suspect insulation. Similarly, plasters, ceiling tiles, floor tiles and transite panels were measured in square feet of surface area.

Quantities of accessible and/or exposed building materials, which were suspected of containing asbestos, were estimated. This estimation was performed by taking approximate measurements in the field.

III. THE LABORATORY

All samples collected during this survey were analyzed at PSI's Polarized Light Microscopy Laboratory in Pittsburgh, Pennsylvania. Lab results are computerized for greater efficiency.

A. POLARIZED LIGHT MICROSCOPY LABORATORY ACCREDITATION

Professional Service Industries, Inc. is accredited under the National Institute of Standards and Technology's (NIST) certification program, the National Voluntary Laboratory Accreditation Program (NVLAP). PSI has participated in a quality assurance program, either EPA or NVLAP, since 1983. Our NVLAP Laboratory Number is 101350-0.

B. PSI LABORATORY QUALITY CONTROL PROGRAM

PSI maintains an in-house quality control program in addition to participating in the NVLAP Bulk Sample Quality Assurance Program. Our in-house program consists of blind reanalysis of ten percent of all samples. This reanalysis is done by a designated Quality Control Microscopist. There is also voluntary quality control reanalysis and mandatory source material dependent quality control reanalysis for sample types that are particularly difficult to analyze.

C. METHOD OF ANALYSIS

Analysis was performed by using the bulk sample for visual observation and slide preparation(s) for microscopic examination and identification.

The samples were mounted on slides and then analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, and actinolite/ tremolite), fibrous non-asbestos constituents (mineral wool, paper, etc.) and non-fibrous constituents.

Asbestos was identified by refractive indices, morphology, color, pleochroism, birefringence, extinction characteristics, and signs of elongation. The same characteristics were used to identify the non-asbestos constituents.

The microscopist visually estimated relative amounts of each constituent by determining the volume of each constituent in proportion to the total volume of the sample, using a stereoscope.

The EPA considers a homogeneous material to be asbestos containing if at least one sample of this material is greater than one percent (1%) asbestos. Conversely, EPA considers a homogeneous material to be non-asbestos containing if all the samples of that material contain 1% or less asbestos. When samples of friable materials are analyzed by PLM and found to contain asbestos less than ten (10%) percent, then a more exact method of analysis call point counting may be performed at the client's request. When results of this method are one (1%) percent or less asbestos, then the material is not regulated by the EPA and OSHA as and RACM, however OSHA regulations apply whenever any amount of asbestos, including 1% or less is present in the material.

The test results are based on a visual determination of relative volume of the bulk sample components. The results are valid only for the item tested. This report may not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA 600R 93/116 July 1993).

IV. FINDINGS AND OBSERVATIONS

The subject site surveyed consists of a two story structure. The suspect building materials consisted of drywall, interior plaster, exterior plaster, 12" x 12" and 9" x 9" floor tile, carpet mastic, drop down ceiling tile and roofing materials.

A total of one hundred and eight (108) samples were collected from thirty-eight (38) homogeneous areas during the survey and were analyzed by PLM. The following table lists each material sampled, sample locations, approximate quantity of material located throughout the surveyed area and percentage of asbestos fibers found in the material sampled.

HOMO. NO.	SAMPLE NO.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
1	1	12" x 12" Black Floor Tile/ Tan Mastic	1 st Floor, Mail Room	64 sq. ft.	Tile – NAD Mastic - NAD	N/A ⁽⁵⁾
1	2	12" x 12" Black Floor Tile/ Tan Mastic	1 st Floor, Mail Room	Included Above	Tile – NAD Mastic - NAD	N/A
1	3	12" x 12" Black Floor Tile/ Tan Mastic	1 st Floor, Fire Department – Storage Room	Included Above	Tile – NAD Mastic - NAD	N/A
2	4	9" x 9" Gray Floor Tile/ Mastic	1 st Floor, Conference Room Storage Room	400 sq. ft.	Tile – 4% Chrysotile Mastic – Insuff.	Category I Non- friable ACM
2	5	9" x 9" Gray Floor Tile/ Mastic	1 st Floor, Conference Room Storage Room	Included Above	Tile – NA ⁴ Mastic – NA	Category I Non- friable ACM
2	6	9" x 9" Gray Floor Tile/ Black Mastic	2 nd Floor, IT Department – Conference Room	Included Above	Tile – 3% Chrysotile Mastic – 3% Chrysotile	Category I Non- friable ACM
3	7	White Baseboard/ Brown Mastic	1 st Floor, Conference Room	68 sq. ft.	Baseboard - NAD Mastic - NAD	N/A
3	8	White Baseboard/ Brown Mastic	1 st Floor, Conference Room	Included Above	Baseboard - NAD Mastic - NAD	N/A

HOMO. No.	SAMPLE No.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
3	9	White Baseboard/ Brown Mastic	1 st Floor, Conference Room	Included Above	Baseboard - NAD Mastic - NAD	N/A
4	10	Gold Carpet Mastic	1 st Floor, Conference Room	5,328 sq. ft.	NAD	N/A
4	11	Gold Carpet Mastic	Revenue Department	Included Above	NAD	N/A
4	12	Gold Carpet Mastic	HR Department	Included Above	NAD	N/A
5	13	Brown Floor Tile/ Tan Mastic	1 st Floor, Conference Room	256 sq. ft.	Floor Tile - NAD Mastic - NAD	N/A
5	14	Brown Floor Tile/ Tan Mastic	1 st Floor, Conference Room	Included Above	Floor Tile - NAD Mastic - NAD	N/A
5	15	Brown Floor Tile/ Tan Mastic	1 st Floor, Conference Room	Included Above	Floor Tile - NAD Mastic - NAD	N/A
6	16	White Floor Tile/ Tan Mastic	1 st Floor, Conference Room	256 sq. ft.	Tile-3% Chrysotile Mastic-NAD	Category I Non- friable ACM
6	17	White Floor Tile/ Tan Mastic	1 st Floor, Conference Room	Included Above	Tile-NAD Mastic-NAD	Category I Non- friable ACM
6	18	White Floor Tile/ Tan Mastic	1 st Floor, Conference Room	Included Above	Tile-NAD Mastic-NAD	Category I Non- friable ACM
7	19	2' x 2' Worm Hole Ceiling Tile	1 st Floor, Closet	868 sq. ft.	NAD	N/A
7	20	2' x 2' Worm Hole Ceiling Tile	Revenue Department	Included Above	NAD	N/A
7	21	2' x 2' Worm Hole Ceiling Tile	Revenue Department	Included Above	NAD	N/A
8	22	Gray Baseboard/ Off-	1 st Floor, Lobby	362 sq. ft.	Baseboard - NAD	N/A

HOMO. No.	SAMPLE No.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
		white Mastic			Mastic - NAD	
8	23	Gray Baseboard/ Off-white Mastic	2 nd Floor, Manager's Office	Included Above	Baseboard - NAD Mastic - NAD	N/A
8	24	Gray Baseboard/ Off-white Mastic	2 nd Floor, Lobby	Included Above	Baseboard - NAD Mastic - NAD	N/A
9	25	2' x 2' Perforated Ceiling Tile	1 st Floor, Hallway	512 sq. ft.	NAD	N/A
9	26	2' x 2' Perforated Ceiling Tile	2 nd Floor, Hallway	Included Above	NAD	N/A
9	27	2' x 2' Perforated Ceiling Tile	2 nd Floor, Hallway	Included Above	NAD	N/A
10	28	2' x 4' Worm Hole Ceiling Tile	Revenue Department	512 sq. ft.	NAD	N/A
10	29	2' x 4' Worm Hole Ceiling Tile	Revenue Department	Included Above	NAD	N/A
10	30	2' x 4' Worm Hole Ceiling Tile	Revenue Department	Included Above	NAD	N/A
11	31	Drywall/Joint Compound	1 st Floor, Vault	1,920 sq. ft.	Drywall – NAD Joint Compound - NAD	N/A
11	32	Drywall/Joint Compound	City Managers Office	Included Above	Drywall – NAD Joint Compound - NAD	N/A
11	33	Drywall/Joint Compound	Fire Department	Included Above	Drywall – NAD Joint Compound - NAD	N/A
12	34	2' x 2' Pin Hole Ceiling Tile	Revenue Department	200 sq. ft.	NAD	N/A
12	35	2' x 2' Pin Hole Ceiling Tile	Revenue Department	Included Above	NAD	N/A
12	36	2' x 2' Pin Hole	Revenue	Included	NAD	N/A

HOMO. No.	SAMPLE NO.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
		Ceiling Tile	Department	Above		
13	37	12" x 12" Gray Floor Tile/ Tan Mastic	Revenue Department	768 sq. ft.	Floor Tile - NAD Mastic - NAD	N/A
13	38	12" x 12" Gray Floor Tile/ Tan Mastic	Revenue Department	Included Above	Floor Tile - NAD Mastic - NAD	N/A
13	39	12" x 12" Gray Floor Tile/ Tan Mastic	Revenue Department	Included Above	Floor Tile - NAD Mastic - NAD	N/A
14	40	Replacement Gray Floor Tile/ Tan Mastic	Revenue Department	100 sq. ft.	Floor Tile - NAD Mastic - NAD	N/A
15	41	Brown Baseboard/ Yellow Mastic	Revenue Department	148 sq. ft.	Baseboard - NAD Mastic - NAD	N/A
15	42	Brown Baseboard/ Yellow Mastic	City Clerks Office	Included Above	Baseboard - NAD Mastic - NAD	N/A
15	43	Brown Baseboard/ Yellow Mastic	City Clerks Office	Included Above	Baseboard - NAD Mastic - NAD	N/A
16	44	Yellow Baseboard/ Off-white Mastic	Revenue Department	100 sq. ft.	Baseboard - NAD Mastic - NAD	N/A
16	45	Yellow Baseboard/ Off-white Mastic	Revenue Department	Included Above	Baseboard - NAD Mastic - NAD	N/A
16	46	Yellow Baseboard/ Off-white Mastic	Revenue Department	Included Above	Baseboard - NAD Mastic - NAD	N/A
17	47	White Sheet Vinyl	City Clerks Office	5 sq. ft.	NAD	N/A
18	48	12" x 12" Gray Floor Tile/	Vault	460 sq. ft.	NAD	N/A

HOMO. No.	SAMPLE No.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
		Yellow Mastic				
18	49	12" x 12" Gray Floor Tile	Vault	Included Above	NAD	N/A
18	50	12" x 12" Gray Floor Tile/ Yellow Mastic	Vault	Included Above	NAD	N/A
19	51	Tan Baseboard/ Off-white Mastic	Vault	80 sq. ft.	Baseboard - NAD Mastic - NAD	N/A
20	52	Dark Brown Baseboard/ Brown Mastic	Mayor's Office	128 sq. ft.	Baseboard - NAD Mastic - NAD	N/A
20	53	Dark Brown Baseboard/ Brown Mastic	Mayor's Office	Included Above	Baseboard - NAD Mastic - NAD	N/A
20	54	Dark Brown Baseboard/ Brown Mastic	Mayor's Office	Included Above	Baseboard - NAD Mastic - NAD	N/A
21	55	White Textured Ceiling Material	Mayor's Office	768 sq. ft.	NAD	N/A
21	56	White Textured Ceiling Material	Mayor's Office	Included Above	NAD	N/A
21	57	White Textured Ceiling Material	Mayor's Office	Included Above	NAD	N/A
22	58	White A/C Duct Mastic	2 nd Floor, Mechanical Room	120 sq. ft.	NAD	N/A
22	59	White A/C Duct Mastic	2 nd Floor, Mechanical Room	Included Above	NAD	N/A
22	60	White A/C Duct Mastic	2 nd Floor, Mechanical Room	Included Above	NAD	N/A
23	61	Gray A/C Duct Mastic	2 nd Floor, Mechanical Room	140 sq. ft.	7% Chrysotile	Category I Non- friable ACM
23	62	Gray A/C Duct Mastic	2 nd Floor, Mechanical Room	Included Above	NA	Category I Non- friable ACM
23	63	Gray A/C Duct Mastic	2 nd Floor, Mechanical Room	Included Above	NA	Category I Non- friable

HOMO. No.	SAMPLE No.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
						ACM
24	64	Black Pipe Mastic	2 nd Floor, Mechanical Room	30 sq. ft.	NAD	Category I Non-friable ACM
24	65	Black Pipe Mastic	2 nd Floor, Mechanical Room	Included Above	3% Chrysotile	Category I Non-friable ACM
24	66	Black Pipe Mastic	2 nd Floor, Mechanical Room	Included Above	NA	Category I Non-friable ACM
25	67	12" x 12" Green Floor Tile/ Black Mastic	IT Department	1,280 sq. ft.	Floor Tile – NAD Mastic - NAD	N/A
25	68	12" x 12" Green Floor Tile/ Black Mastic	IT Department	Included Above	Floor Tile – NAD Mastic - NAD	N/A
25	69	12" x 12" Green Floor Tile/ Black Mastic	Fire Department	Included Above	Floor Tile – NAD Mastic - NAD	N/A
26	70	White Sink Undercoating	Fire Department, Kitchen	2 sq. ft.	NAD	N/A
27	71	Dark Gray Baseboard/ Beige Mastic	Mayor's Office	96 sq. ft.	Baseboard - NAD Mastic - NAD	N/A
27	72	Dark Gray Baseboard/ Beige Mastic	Mayor's Office	Included Above	Baseboard - NAD Mastic - NAD	N/A
27	73	Dark Gray Baseboard/ Beige Mastic	Mayor's Office	Included Above	Baseboard - NAD Mastic - NAD	N/A
28	74	Floor Tile/Black Mastic	2 nd Floor (under ceramic tile)	2,110 sq. ft.	Floor Tile – NAD Mastic – 3% Chrysotile	Category I Non-friable ACM
28	75	Floor Tile /Black Mastic	2 nd Floor (under ceramic tile)	Included Above	Floor Tile – NAD	Category I Non-

HOMO. No.	SAMPLE No.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
					Mastic – 3% Chrysotile	friable ACM
28	76	Floor Tile/Black Mastic	1 st Floor (under ceramic tile)	Included Above	Floor Tile – NAD Mastic – 3% Chrysotile	Category I Non-friable ACM
29	77	Gray & Off-white Wall Plaster	2 nd Floor	25,488 sq. ft.	NAD	N/A
29	78	Gray & Off-white Wall Plaster	2 nd Floor	Included Above	NAD	N/A
29	79	Gray & Off-white Wall Plaster	2 nd Floor	Included Above	NAD	N/A
29	80	Gray Wall Plaster	1 st Floor	Included Above	NAD	N/A
29	81	Gray Wall Plaster	1 st Floor	Included Above	NAD	N/A
30	82	White & Gray Ceiling Plaster	Revenue Department	21,888 sq. ft.	NAD	N/A
30	83	White & Gray Ceiling Plaster	1 st Floor	Included Above	NAD	N/A
30	84	White & Gray Ceiling Plaster	2 nd Floor	Included Above	NAD	N/A
30	85	White & Gray Ceiling Plaster	2 nd Floor	Included Above	NAD	N/A
30	86	White & Gray Ceiling Plaster	2 nd Floor	Included Above	NAD	N/A
31	87	Beige Textured Ceiling Material	Mechanical Room	280 sq. ft.	4% Chrysotile	RACM
31	88	Beige Textured Ceiling Material	Mechanical Room	Included Above	NA	RACM
31	89	Beige Textured Ceiling Material	Mechanical Room	Included Above	NA	RACM
32	90	Gray Exterior Plaster	South Side	8,320 sq. ft.	NAD	N/A
32	91	Gray Exterior Plaster	Vault Building	Included Above	NAD	N/A
32	92	Gray Exterior Plaster	North side	Included Above	NAD	N/A
33	93	Black Roof Felt	North Side	11,712 sq. ft.	NAD	N/A
33	94	Black Roof Felt	Center Area	Included Above	NAD	N/A

HOMO. No.	SAMPLE No.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
33	95	Black Roof Felt	Southwest Side	Included Above	NAD	N/A
34	96	Black Roof Cement	Storage Building	46 sq. ft.	NAD	N/A
34	97	Black Roof Cement	A/C Vent	Included Above	NAD	N/A
34	98	Black Roof Cement	Pitch Pans	Included Above	NAD	N/A
35	99	Black Roof Flashing	Storage Building	556 sq. ft.	NAD	N/A
35	100	Black Roof Flashing	South Side	Included Above	NAD	N/A
35	101	Black Roof Flashing	A/C unit	Included Above	NAD	N/A
36	102	Black Roof Shingle	North Side	256 sq. ft.	NAD	N/A
36	103	Black Roof Shingle	South Side	Included Above	NAD	N/A
36	104	Black Roof Shingle	East Side	Included Above	NAD	N/A
37	105	White A/C Duct Mastic	Roof	20 sq. ft.	NAD	N/A
38	106	9" x 9" Brown Floor Tile / Black Mastic	Manager's Office	256 sq. ft.	Floor Tile – 2% Chrysotile Mastic – 5% Chrysotile	Category I Non-friable ACM
38	107	9" x 9" Brown Floor Tile/ Black Mastic	Manager's Office	Included Above	NA	Category I Non-friable ACM
38	108	9" x 9" Brown Floor Tile/ Black Mastic	Manager's Office	Included Above	NA	Category I Non-friable ACM

(1) Location material was sampled.

(2) Approximate quantity located throughout the surveyed area; sq. ft. = square feet, lin. ft. = linear feet.

(3) NAD – No Asbestos Detected

(4) NA – Not Analyzed

(5) N/A- Not Applicable

V. CONCLUSIONS

ASBESTOS CONTAINING MATERIALS

Materials identified to contain asbestos minerals:

- 9" x 9" Gray Floor Tile/Black Mastic
- White Floor Tile (2nd Layer)
- Gray A/C Duct Mastic
- Black Pipe Mastic
- Floor Tile Under Ceramic Tile
- Textured Ceiling Material
- 9" x 9" Brown Floor Tile/Mastic

NON-ASBESTOS CONTAINING MATERIALS

Asbestos was not detected in the following PSI sampled and analyzed materials:

- 12" x 12" Black Floor Tile/ Mastic
- White Baseboard/ Mastic
- Carpet Mastic
- Brown Floor Tile/Mastic
- 2' x 2' Wormhole Ceiling Tile
- Gray Baseboard/ Mastic
- 2' x 2' Perforated Ceiling Tile
- 2' x 4' Wormhole Ceiling Tile
- Drywall/Joint Compound
- 2' x 2' Pinhole Ceiling Tile
- 12" x 12" Gray Floor Tile/Mastic
- Replacement Floor Tile
- Brown Baseboard/Mastic
- Yellow Baseboard/Mastic
- White Sheet Vinyl
- Tan Baseboard/Mastic
- Dark Brown Baseboard/Mastic
- Textured Ceiling Material (popcorn)
- White A/C Duct Mastic
- Gray A/C Duct Mastic
- 12" x 12" Green Floor Tile/Mastic
- White Sink Undercoating
- Dark Gray Baseboard/Mastic
- Wall Plaster
- Ceiling Plaster
- Exterior Plaster
- Roof Felt

- Roof Cement
- Roof Flashing
- Roof Shingle
- White A/C Duct Mastic

The asbestos containing floor tiles and associated mastics, gray A/C duct mastic and the black pipe mastic are considered to be Category I asbestos-containing materials per EPA NESHAPS 40 CFR Part 61, Subpart M. These materials do not pose a significant exposure problem unless sawn, drilled, sanded, or structurally altered in a way which could make it become friable. They were observed to be in fair condition at the time of the survey. These materials may be left in place during demolition as long as the contractor complies with all requirements of the NESHAP regulation and OSHA asbestos regulations. The requirements of these regulations include, but are not limited to, the use of proper engineering controls, worker/supervisor training, and proper handling of asbestos waste. Based on the complexity of these regulations, PSI recommends that the non-friable asbestos containing materials be removed by a Florida licensed asbestos abatement contractor utilizing proper abatement procedures prior to demolition of the building. The abatement procedures should be in accordance with OSHA 29 CFR Part 1926.1101, and documentary air monitoring to verify compliance with the OSHA regulation is recommended. Afterwards, all the demolition debris can be disposed of as regular construction debris or recycled.

The beige textured ceiling material is considered to be friable, asbestos-containing materials. "Friability" refers to the propensity of a material to crumble under hand pressure when dry. Friable materials are more likely to release asbestos fibers into the environment than non-friable materials and are, therefore, considered more hazardous. The NESHAP regulation requires that this material be removed prior to demolition of the building. Again, this removal should be conducted by a Florida licensed asbestos abatement contractor utilizing proper abatement procedures, with documentary air monitoring conducted by a third party. Until this asbestos-containing material is removed, PSI recommends an Operation and Maintenance (O&M) Plan be implemented based on the present condition of these materials.

It should be noted that a Notice of Asbestos Renovation or Demolition form is required to be filed with the appropriate district office of the Florida Department of Environmental Protection (FDEP) at least ten business days prior to starting removal of the RACM. A separate 10 day notification to FDEP is required at least ten business days prior to starting demolition of the structure.

If any additional suspect materials are encountered that have not been tested, or if any materials are found that were not visible at the time of the survey, they should be presumed to be asbestos-containing until laboratory testing proves otherwise.

APPENDICES

APPENDIX A
GLOSSARY OF TERMS

APPENDIX A

GLOSSARY OF TERMS

ABATEMENT — Procedures to control fiber release from asbestos-containing building materials. Includes encapsulation, enclosure, and removal.

AIR MONITORING — The process of measuring fiber content of a specific volume of air in a stated period of time.

AMBIENT EXPOSURE — Exposure to environmental fiber concentrations (i.e., the normal concentration of fibers in an area prior to the disturbance of asbestos-containing materials).

AMENDED WATER — Water to which a surfactant has been added to increase its penetrating capabilities.

ASBESTOS — A defined group of naturally occurring minerals that separate into fibers. There are six asbestos minerals used commercially: Chrysotile, amosite, crocidolite, anthophyllite, tremolite, and actinolite.

ASBESTOS-CONTAINING MATERIAL — Product containing a percentage of asbestos equal to or greater than the limits established by the appropriate federal, state, or local governing authority.

CONTAINMENT — Isolation of the work area from the rest of the building to prevent escape of asbestos fibers.

DECONTAMINATION ENCLOSURE SYSTEM — A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers or material and equipment. A decontamination enclosure system always contains at least one air lock.

DELAMINATION — The separation of individual layers of a multi-layered building material, such as the delamination of the layers in a sheet of plywood.

ENCAPSULATE — To surround or penetrate with an adhesive matrix to prevent release of fibers.

ENCLOSURE — An airtight barrier constructed around ACBM to prevent fiber release.

GLOSSARY OF TERMS (continued)

EXPOSURE (HUMAN) — The presence of people in an area where levels of an airborne contaminant are elevated. A more technical definition sometimes found in specific literature is: The total amount of airborne contaminant inhaled by a person, typically approximated by the product of concentration and duration.

FIBROUS — Contains or is composed of fibers.

FRIABLE — Descriptive term referring to material which, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

HEPA FILTER — A High Efficiency Particulate Air filter capable of trapping and retaining 99.97% of mono-dispersed particles greater than 0.3 microns in size.

HEPA VACUUM — A specialized vacuum which uses HEPA filters; the process of using a HEPA vacuum.

HOMOGENEOUS MATERIAL — Material similar in appearance, color, texture, and date of application.

PEAK EXPOSURE — Exposure at the time of disturbance to asbestos-containing material which creates relatively high fiber concentrations.

PREVALENT LEVELS — Levels of airborne contaminant occurring under normal conditions.

PETROGRAPHIC — Pertaining to the description of systematic classification of minerals.

REMOVAL — All herein specified procedures necessary to strip all asbestos materials from the designated areas to dispose of these materials at an acceptable site.

SUBSTRATE — The substance beneath a finish surface, such as the scratch coat and brown coat under finish plaster.

APPENDIX B
PETROGRAPHIC BULK SAMPLE RESULTS

REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: **PSI, Inc.**
 7950 N.W. 64 Street
 Miami, FL 33166
 Attn: Glenn Potharst

Project ID: **784-9A038**
 MBI-K2M Architecture
 Key West City Hall
 525 Angela Street

Date Received: **7/9/2009**

Date Completed: **7/13/2009**

Date Reported: **7/13/2009**

Analyst: **CK** Work Order: **0907172** Page: **1 of 5**

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
1-1	001A	(1) Black, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
1-2	002A	(1) Black, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
1-3	003A	(1) Black, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
2-4	004A	(1) Tan, Floor Tile, Homogeneous <i>Insufficient mastic on samples 4 and 5</i>	4% Chrysotile	None Reported
2-5	005A	Sample Not Tested		
2-6	006A	(1) Beige, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous	3% Chrysotile 3% Chrysotile	None Reported None Reported
3-7	007A	(1) White, Baseboard, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
3-8	008A	(1) White, Baseboard, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
3-9	009A	(1) White, Baseboard, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
4-10	010A	(1) Gold, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
4-11	011A	(1) Gold, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.


Respectfully submitted,
 PSI, Inc.

Maureen L. Sammons
 Approved Signatory
 Maureen Sammons

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
4-12	012A	(1) Gold, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
5-13	013A	(1) Gray, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
5-14	014A	(1) Gray, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
5-15	015A	(1) Gray, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
6-16	016A	(1) Tan, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	3% Chrysotile NO ASBESTOS DETECTED	None Reported None Reported
6-17	017A	(1) White, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
6-18	018A	(1) White, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
7-19	019A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
7-20	020A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
7-21	021A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
8-22	022A	(1) Gray, Baseboard, Homogeneous (2) Off-White, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
8-23	023A	(1) Gray, Baseboard, Homogeneous (2) Off-White, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
8-24	024A	(1) Gray, Baseboard, Homogeneous (2) Off-White, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
9-25	025A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.

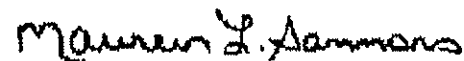


Approved Signatory
Maureen Sammons

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
9-26	026A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
9-27	027A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
10-28	028A	(1) Beige, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	20% Fibrous Glass 60% Cellulose Fiber
10-29	029A	(1) Beige, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	20% Fibrous Glass 60% Cellulose Fiber
10-30	030A	(1) Beige, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	20% Fibrous Glass 60% Cellulose Fiber
11-31	031A	(1) Gray, Drywall, Homogeneous	NO ASBESTOS DETECTED	2% Fibrous Glass 10% Cellulose Fiber
		(2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED	None Reported
11-32	032A	(1) Gray, Drywall, Homogeneous	NO ASBESTOS DETECTED	2% Fibrous Glass 5% Cellulose Fiber
		(2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED	None Reported
11-33	033A	(1) Gray, Drywall, Homogeneous	NO ASBESTOS DETECTED	10% Fibrous Glass 20% Cellulose Fiber
		(2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED	None Reported
12-34	034A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
12-35	035A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.




Approved Signatory
Maureen Sammons

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
12-36	036A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
13-37	037A	(1) Gray, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
13-38	038A	(1) Gray, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
13-39	039A	(1) Gray, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
14-40	040A	(1) Gray, Floor Tile, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
15-41	041A	(1) Brown, Baseboard, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
15-42	042A	(1) Brown, Baseboard, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
15-43	043A	(1) Brown, Baseboard, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
16-44	044A	(1) Yellow, Baseboard, Homogeneous (2) Off-White, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
16-45	045A	(1) Yellow, Baseboard, Homogeneous (2) Off-White, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
16-46	046A	(1) Yellow, Baseboard, Homogeneous (2) Off-White, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
17-47	047A	(1) White, Vinyl Sheeting, Homogeneous	NO ASBESTOS DETECTED	None Reported
18-48	048A	(1) Gray, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
18-49	049A	(1) Gray, Floor Tile, Homogeneous <i>No mastic</i>	NO ASBESTOS DETECTED	None Reported
18-50	050A	(1) Gray, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.


Approved Signatory
Maureen Sammons

Analyst: CK

Work Order: 0907172


Page: 5 of 5

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
19-51	051A	(1) Tan, Baseboard, Homogeneous (2) Off-White, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
20-52	052A	(1) Brown, Baseboard, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported 2% Wollastonite
20-53	053A	(1) Brown, Baseboard, Homogeneous (2) Beige, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
20-54	054A	(1) Brown, Baseboard, Homogeneous (2) Beige, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
Maureen Sammons

REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc.
 7950 N.W. 64 Street
 Miami, FL 33166
 Attn: Glenn Potharst

Project ID: 784-9A038
 MBI-K2M Architecture
 Key West City Hall
 525 Angela Street

Date Received: 7/9/2009

Date Completed: 7/13/2009

Date Reported: 7/13/2009

Analyst: SB		Work Order: 0907173		Page: 1 of 4	
Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)	
21-55	001A	(1) White, Texture, Homogeneous	NO ASBESTOS DETECTED	None Reported	
21-56	002A	(1) White, Texture, Homogeneous	NO ASBESTOS DETECTED	None Reported	
21-57	003A	(1) White, Texture, Homogeneous	NO ASBESTOS DETECTED	None Reported	
22-58	004A	(1) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	4% Cellulose Fiber	
22-59	005A	(1) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	4% Cellulose Fiber	
22-60	006A	(1) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	4% Cellulose Fiber	
23-61	007A	(1) Gray, Mastic, Homogeneous	7% Chrysotile	None Reported	
23-62	008A	Sample Not Tested			
23-63	009A	Sample Not Tested			
24-64	010A	(1) Black, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported	
24-65	011A	(1) Black, Mastic, Homogeneous	3% Chrysotile	None Reported	
24-66	012A	Sample Not Tested			
25-67	013A	(1) Green, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous <i>Black And Yellow Mastics Inseparable</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported	

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
 PSI, Inc.

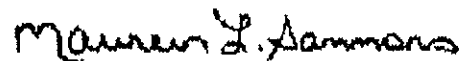


Approved Signatory
 Maureen Sammons

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
25-68	014A	(1) Green, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous <i>Black And Yellow Mastics Inseparable</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
25-69	015A	(1) Green, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous <i>Black And Yellow Mastics Inseparable</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
26-70	016A	(1) White, Sink Undercoating, Homogeneous	NO ASBESTOS DETECTED	10% Cellulose Fiber
27-71	017A	(1) Green, Baseboard, Homogeneous (2) Beige, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
27-72	018A	(1) Green, Baseboard, Homogeneous (2) Beige, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
27-73	019A	(1) Green, Baseboard, Homogeneous (2) Beige, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
28-74	020A	(1) Green, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous <i>Black And Yellow Mastics Inseparable</i>	NO ASBESTOS DETECTED 3% Chrysotile	None Reported None Reported
28-75	021A	(1) Tan, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous <i>Black And Yellow Mastics Inseparable</i>	NO ASBESTOS DETECTED 3% Chrysotile	None Reported None Reported
28-76	022A	(1) Tan, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous <i>Black And Yellow Mastics Inseparable</i>	NO ASBESTOS DETECTED 3% Chrysotile	None Reported None Reported
29-77	023A	(1) Gray, Plaster, Homogeneous (2) Off-White, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
29-78	024A	(1) Gray, Plaster, Homogeneous (2) Off-White, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
29-79	025A	(1) Gray, Plaster, Homogeneous (2) Off-White, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
Maureen Sammons

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
29-80	026A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
29-81	027A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
30-82	028A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
30-83	029A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
30-84	030A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported 1% Cellulose Fiber
30-85	031A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
30-86	032A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
31-87	033A	(1) Beige, Texture, Homogeneous	4% Chrysotile	None Reported
31-88	034A	Sample Not Tested		
37-89	035A	Sample Not Tested		
32-90	036A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
32-91	037A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
32-92	038A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
33-93	039A	(1) Black, Felt, Homogeneous	NO ASBESTOS DETECTED	5% Cellulose Fiber 10% Synthetic Fiber 10% Fibrous Glass
33-94	040A	(1) Black, Felt, Homogeneous	NO ASBESTOS DETECTED	10% Synthetic Fiber 10% Fibrous Glass
33-95	041A	(1) Black, Felt, Homogeneous	NO ASBESTOS DETECTED	10% Synthetic Fiber 10% Fibrous Glass

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
Maureen Sammons

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
34-96	042A	(1) Black, Roofing, Homogeneous <i>Cement</i>	NO ASBESTOS DETECTED	10% Cellulose Fiber
34-97	043A	(1) Black, Roofing, Homogeneous <i>Cement</i>	NO ASBESTOS DETECTED	10% Cellulose Fiber
34-98	044A	(1) Black, Roofing, Homogeneous <i>Cement</i>	NO ASBESTOS DETECTED	10% Cellulose Fiber
35-99	045A	(1) Black, Flashing, Homogeneous	NO ASBESTOS DETECTED	15% Synthetic Fiber
35-100	046A	(1) Black, Flashing, Homogeneous	NO ASBESTOS DETECTED	5% Cellulose Fiber 15% Synthetic Fiber
35-101	047A	(1) Black, Flashing, Homogeneous	NO ASBESTOS DETECTED	5% Cellulose Fiber 15% Synthetic Fiber
36-102	048A	(1) Black, Shingle, Homogeneous	NO ASBESTOS DETECTED	20% Fibrous Glass
36-103	049A	(1) Black, Shingle, Homogeneous	NO ASBESTOS DETECTED	20% Fibrous Glass
36-104	050A	(1) Black, Shingle, Homogeneous	NO ASBESTOS DETECTED	20% Fibrous Glass
37-105	051A	(1) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
37-106	052A	(1) Tan, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous	2% Chrysotile 5% Chrysotile	None Reported None Reported
37-107	053A	Sample Not Tested		
37-108	054A	Sample Not Tested		

Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
Maureen Sammons

APPENDIX C
STAFF CERTIFICATES

Mr. W. Mark Henry
October 26, 2010
Appendices

APPENDIX B
EE&G PLM LABORATORY RESULTS
OCTOBER 14, 2010

October 25, 2010 11:27

REPORT

SENT PBS&J
TO: 2001 NW 107TH AVENUE
MIAMI, FL 33172
MARK HENRY
305-514-3485/FAX:305-594-9574

PREPARED BY: AAL
Asbestos Department
5005 WEST LAUREL STREET
SUITE 110
TAMPA, FL 33607
NVLAP Code 101775
(813) 287-1005

Thank you for your business.

Analysis: Polarized Light Microscopy (PLM) with dispersion staining techniques according to the United States (US) Environmental Protection Agency (EPA) "Method for the Determination of Asbestos in Bulk Building Materials," EPA/600/R-93-116, July, 1993.

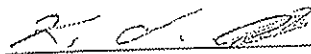
Sample Type : BULK
#Of Samples : 9

Date in : October 18, 2010
Date out : October 25, 2010

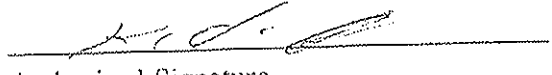
Work Order# : M010122
EE&G Project# : 2010 2502
Project : KW CITY HALL 525 ANGELA

Collected by : R.G.
Delivery by : FEDEX
Received by : KIA

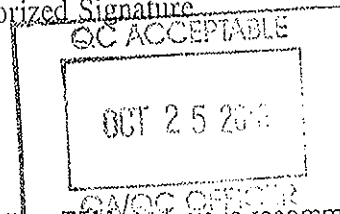
Analyzed By:



Khandaker I. Anam



Authorized Signature



Due to the small size of asbestos fibers associated with vinyl floor tiles, TEM analysis is recommended for all floor tiles containing <1% or no detectable asbestos by visual estimation.

This report may not be reproduced except in full, without the written approval of AAL. AAL will not be held responsible for the use of its reports issued in part to third parties or authorized agents of the client.

This report shall not be used by the client to claim product endorsement by NVLAP nor any agency of the United States Government. All NVLAP reports displaying NVLAP logo must have at least one signature to be valid.

The following analytical results presented in this report pertain only to the samples analyzed. American Asbestos Laboratories assumes no responsibility for whether the samples accurately represent the material in question.

LABORATORY BULK SAMPLE ANALYSIS REPORT

Samples were analyzed in accordance with the Interim Method as described in 40 CFR, Part 763, Vol. 52, No. 210

CLIENT : PBS&J
PROJECT : KW CITY HALL 525 ANGELA

WORK ORDER NUMBER: M010122

ID#	ANA	DESCRIPTION	LOCATION	SAMPLE NUMBER	CHRY	AMOS	CROC	TREM	ANTH	OTHER	%NON-ASB FIBERS
01A	KIA	RED BRICK LINOLEUM	ACM OFF UND CRPT	101310-1	20-25						1-2
02A	KIA	WHITE 2'X2' DEEP FURROW CT	P10 LT OFFICE	101310-2				NO ASBESTOS DETECTED			60-70
02B	KIA	WHITE 2'X2' DEEP FURROW CT	OLD BOOKING	101310-3				NO ASBESTOS DETECTED			60-70
03A	KIA	WHITE TEXTURED CEILING	P10 HALLWAY	101310-4	15-20						1-2
04A	KIA	WHITE 12"X12" VFT & GLUE	P10 HALL	101310-5				NO ASBESTOS DETECTED			1-2
* Comments: NO ASBESTOS DETECTED IN YELLOW GLUE											
05A	KIA	TAN 9"X9" VFT & BLK MASTIC	P10 HALL	101310-5A	5-10			NO ASBESTOS DETECTED			1-2
* Comments: 2-5% CHRYSOTILE DETECTED IN BLACK MASTIC											
06A	KIA	TAN 12"X12" VFT & GLUE	CITY CLERK STORA	101310-6				NO ASBESTOS DETECTED			1-2
* Comments: NO ASBESTOS DETECTED IN YELLOW GLUE											
06B	KIA	TAN 12"X12" VFT & GLUE	CITY CLERK STORA	101310-7				NO ASBESTOS DETECTED			1-2
* Comments: NO ASBESTOS DETECTED IN YELLOW GLUE											
07A	KIA	WHITE DRYWALL SYSTEM Layer 1: NO ASBESTOS DETECTED IN WHITE DRYWALL Layer 2: NO ASBESTOS DETECTED IN WHITE JOINT COMPOUND	CITY CLERK STORA	101310-8				NO ASBESTOS DETECTED			10-15

QC ACCEPTABLE
10/25/2010
Quality Control Officer

Analytical results pertain only to the sample(s) analyzed.

ABBREVIATIONS: ANA = Analyst; ASB = Asbestos; CHRY = Chrysotile; AMOS = Amosite; CROC = Crocidolite; TERM = Term/AC; ANTH = Anthophyllite; ACT = Actinolite; AL = Aluminum; ANTH = Anthophyllite; BLK = Black; BACK = Backing; BL = Blue; BRN = Brown; C = Cellulose; CALC = Calcareous; CPT = Carpet; CTL = Ceiling tile; CEM = Cement; COV = Cover; DEB = Debris; FC = Fiberglass; FIB = Fibrous, fibers; MAS = Mastic; MAT = Material; MIC = Micaceous; MW = Mineral wool; ORG = Orange; PAI = Paint; PAP = Paper; PL = Plaster; PLAS = Plastic; PWD/R = Powder; RCF = Refractory ceramic fiber; RUB = Rubber; SR = Silver; SUB = Substance; S = Synthetic; TEXT = Textured; TR = Trace; TRAN = Transite; TREM = Tremolite; VERM = Vermiculite; VYL = Vinyl; W = Wollastonite; WH = White; YEL = Yellow.



EE&G Environmental Services, LLC
 14505 Commerce Way, Suite 400
 Miami Lakes, Florida 33016

BULK TRANSMITTAL FORM
CHAIN OF CUSTODY

10/01/22

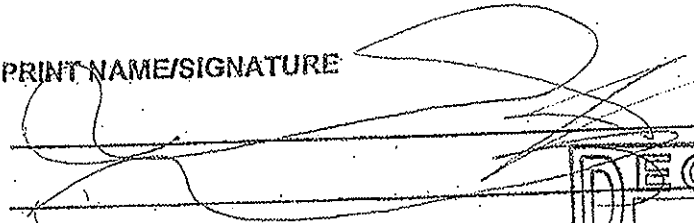
525 Angel

CLIENT: PBS&T
 CLIENT CONTACT: Mark Henry
 DATE COLLECTED: 10/13/10
 DATE SENT: 10/15/10
 STOP AT FIRST POSITIVE: Y N (circle one)

PROJECT: KW City Hall
 PROJECT NO/BILL GROUP: 2010 1250
 PROJECT PHASE: IT&M/BF
 DATE VERBAL NEEDED: 10/20/10
 DATE WRITTEN NEEDED: 10/20/10

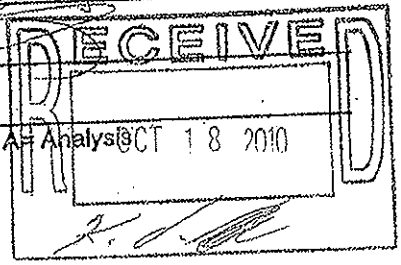
SAMPLE PREFIX	SAMPLE NUMBER	COLOR	SAMPLE DESCRIPTION	SAMPLE LOCATION
<u>101310</u>	<u>1</u>	<u>red</u>	<u>back in room</u>	<u>ACM off of cop</u>
	<u>2</u>	<u>white</u>	<u>2x2 deep furrow</u>	<u>P10 LT office</u>
	<u>3</u>	<u>↓</u>	<u>↓</u>	<u>old book mg.</u>
	<u>4</u>	<u>white</u>	<u>textured ceiling</u>	<u>P10 hallway</u>
	<u>5</u>	<u>white/ten</u>	<u>12x19" VFT + bin</u>	<u>P10 hall back</u>
	<u>6</u>	<u>ten</u>	<u>12x12" VFT glue</u>	<u>city clerk stage</u>
	<u>7</u>	<u>↓</u>	<u>↓</u>	<u>city clerk ↓</u>
	<u>8</u>	<u>white</u>	<u>dry well system</u>	<u>↓ ↓</u>
	<u>9</u>			
	<u>10</u>			
	<u>11</u>			
	<u>12</u>			
	<u>13</u>			
	<u>14</u>			
	<u>15</u>			
	<u>16</u>			
	<u>17</u>			
	<u>18</u>			
	<u>19</u>			
	<u>20</u>			

CHAIN OF CUSTODY:
 DATE/TIME
10/13
10/15

PRINT NAME/SIGNATURE


PURPOSE
 T A
 C P A
 C T A

C= Collection T= Transportation AH Analyst OCT 18 2010



Mr. W. Mark Henry
October 26, 2010
Appendices

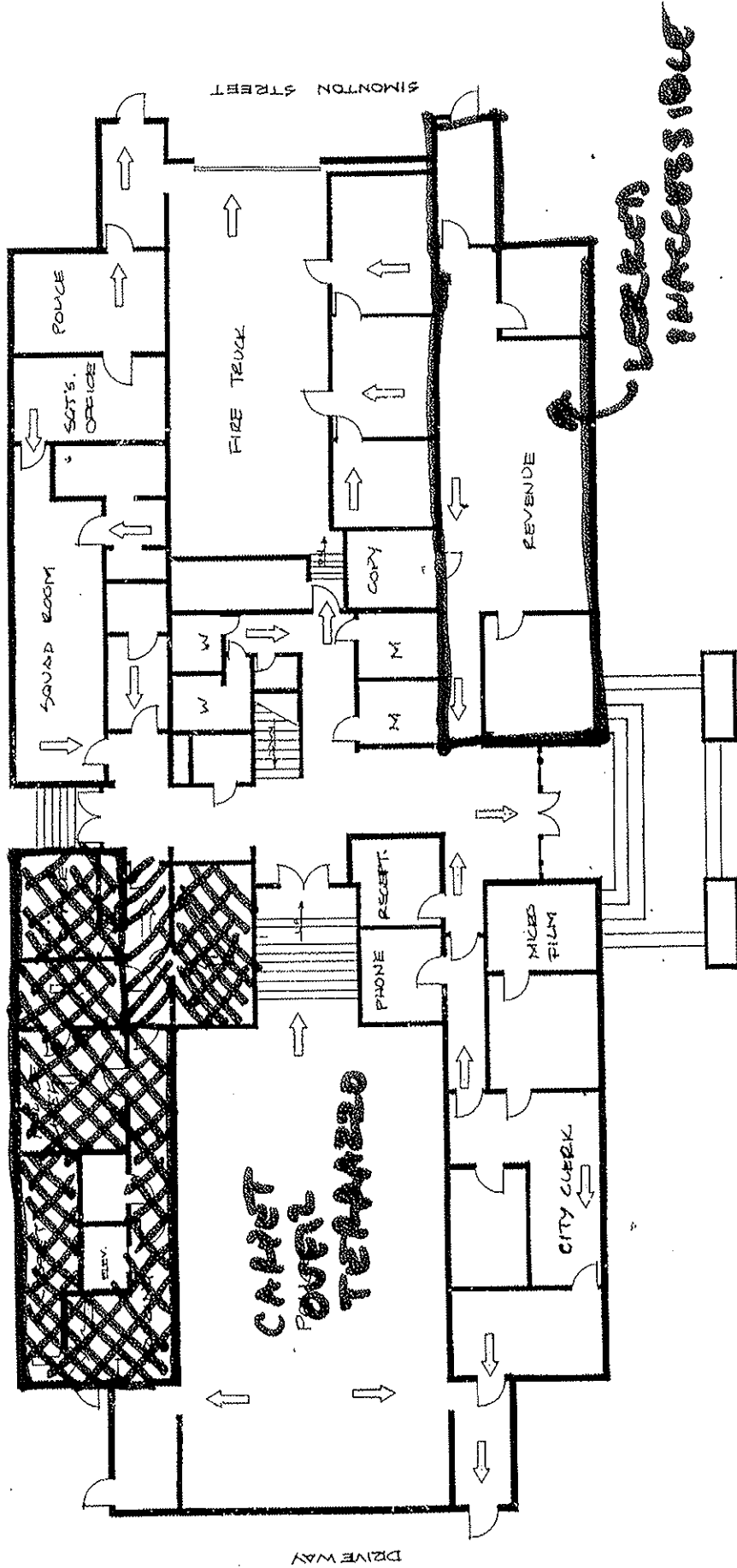
APPENDIX C

**FLOOR 1 FIGURES FROM RESULTS
OCTOBER 14, 2010**

NEWLY IDENTIFIED FIRE EXITS

FROM VFT/WASTE
NEW FROM CEILING TREATMENT

PARKING LOT



FIRST FLOOR PLAN 525 ANGELO STREET
2-92

Mr. W. Mark Henry
October 26, 2010
Appendices

APPENDIX D
PHOTOGRAPHS
OCTOBER 14, 2010

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 1: City of Key West City Hall



Photo 2: NonACM exterior stucco system with pink paint

Mr. W. Mark Henry
October 26, 2010
Appendices

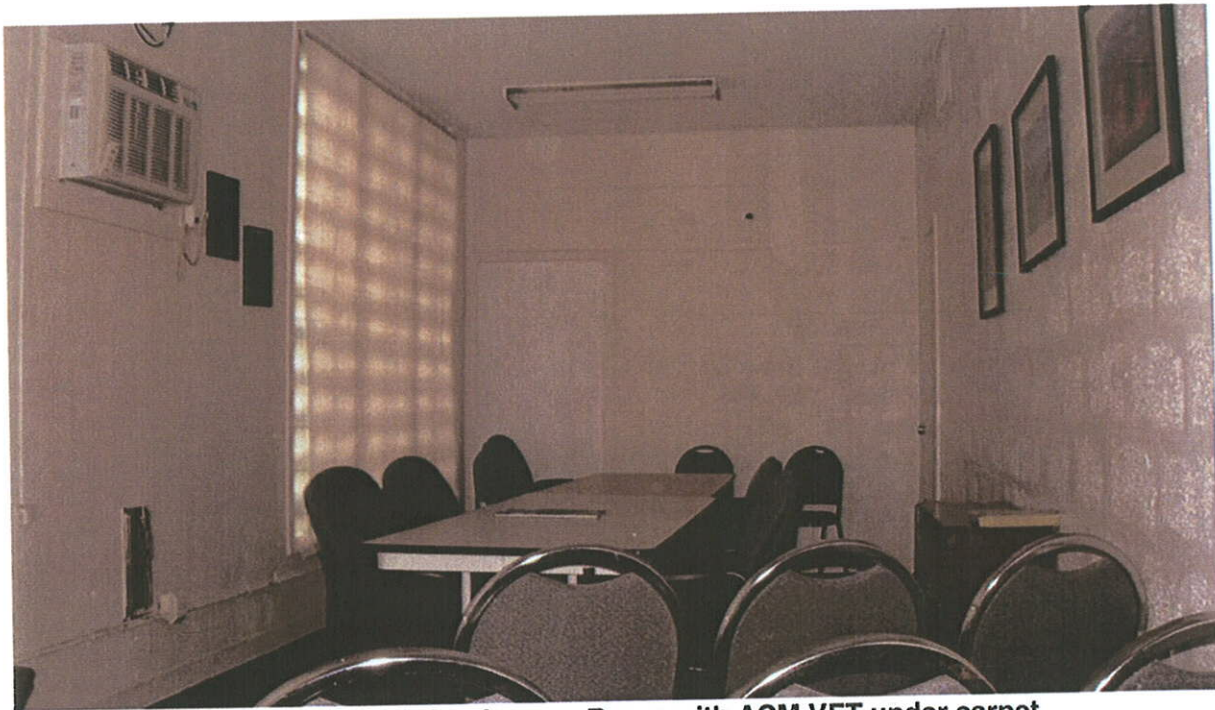


Photo 3: Floor 1 Conference Room with ACM VFT under carpet



Photo 4: ACM VFT under carpet in Conference Room

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 5: ACM VFT/mastic in adjoining storage rooms



Photo 6: ACM brown VFT/mastic in PIO offices storage areas (under carpet)

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 7: ACM brown VFT/mastic in PIO "LT" office (under carpet)



Photo 8: ACM brown VFT/mastic in PIO larger office (under carpet)

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 9: ACM brown VFT/mastic under nonACM VFT in PIO hall



Photo 10: ACM brown VFT/mastic under nonACM VFT in PIO hall

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 11: ACM VFT/mastic presumed present beneath floor 1 ceramic tiled areas



Photo 12: ACM VFT/mastic presumed present beneath floor 2 ceramic (2,110 SF total)

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 13: ACM VFT/mastic presumed present beneath floor 2 ceramic (2,110 SF total)



Photo 14: ACM ceiling texture in floor 2 AHR – Approx. 280 SF

Mr. W. Mark Henry
October 26, 2010
Appendices

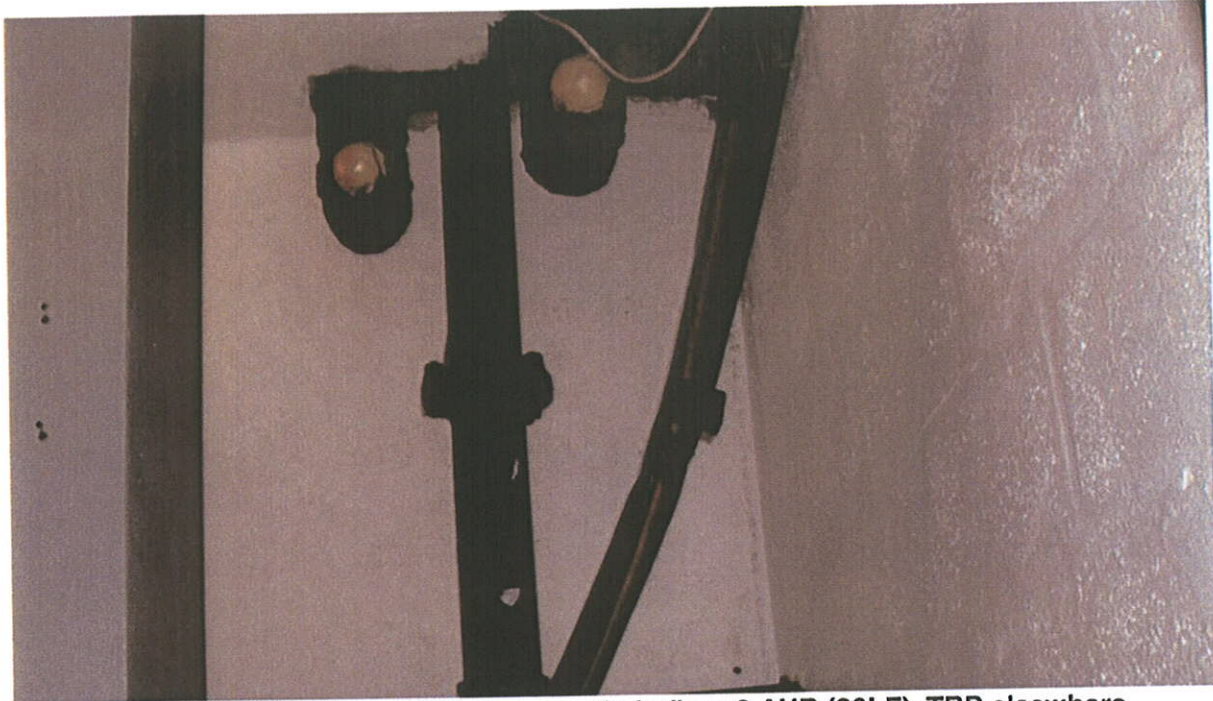


Photo 15: ACM black CHW pipe mastic in floor 2 AHR (30LF), TBD elsewhere



Photo 16: ACM grey HVAC mastic in floor 2 AHR (140SF)

Mr. W. Mark Henry
October 26, 2010
Appendices

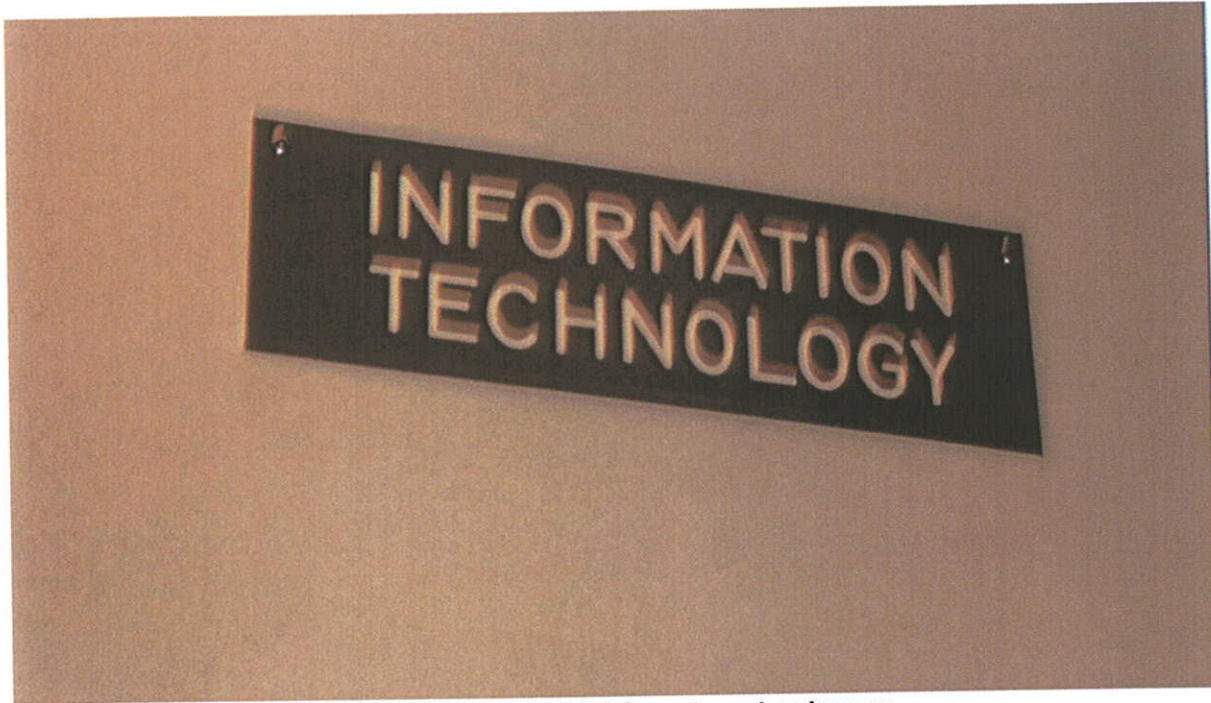


Photo 17: Floor 2 IT department entrance



Photo 18: Floor 2 IT Department current flooring finishes

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 19: ACM brown VFT/mastic below CM's office carpet



Photo 20: ACM redbrick lino identified under carpet in Ass. CM's office only (120SF)

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 21: ACM VFT under Portia's office carpet

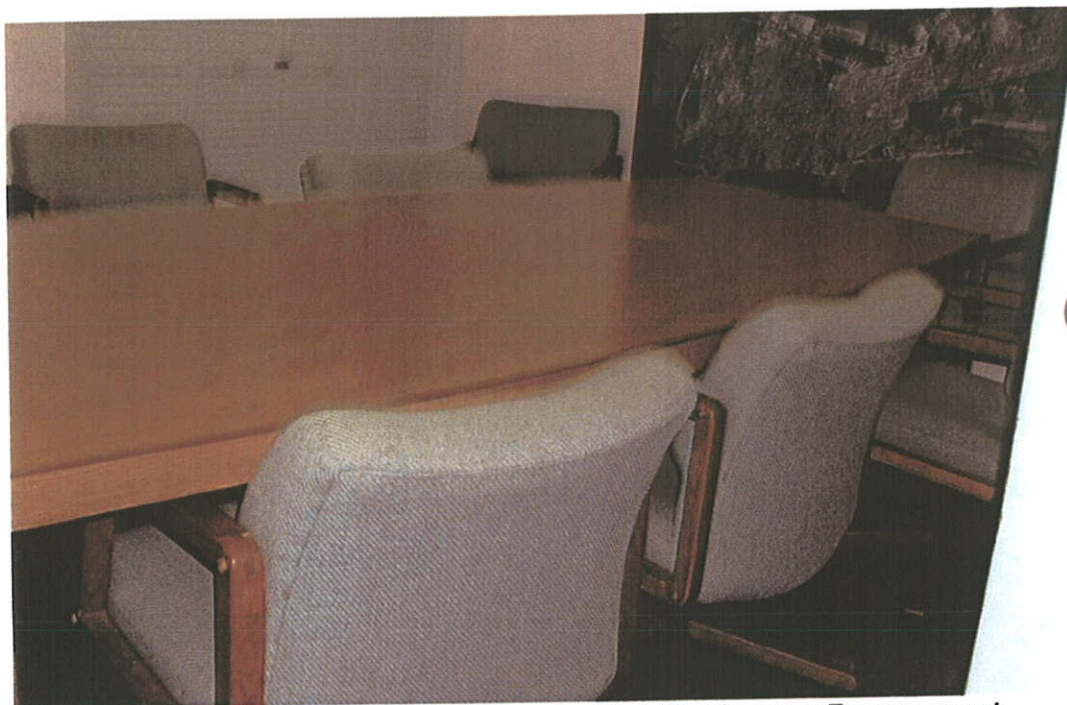


Photo 22: ACM VFT under Flr 2 Conference Room carpet

Mr. W. Mark Henry
October 26, 2010
Appendices

APPENDIX E
CERTIFICATES



M·E·T·A

Mayhew Environmental Training Associates

I N C O R P O R A T E D

Certificate # 7ME09211002AIR0004

This is to certify that

Richard Grupenhoff

*has on 9/21/10, in Miami Lakes, FL
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 U.S.C. 2646*

AHERA Asbestos Building Inspector Refresher Course

*as approved by the State of Florida and the U.S.E.P.A. under 40 C.F.R. 763 (AHERA)
on 9/21/10 - 9/21/10 and passed the associated examination on 9/21/10
with a score of 70% or better
CM = 0.5*



Provider #: FL49-0001221
Course #: FL49-0004718

Soc. Sec #: XXX-XX-5232
Accreditation Expires: 9/21/11

Dean C. Althage

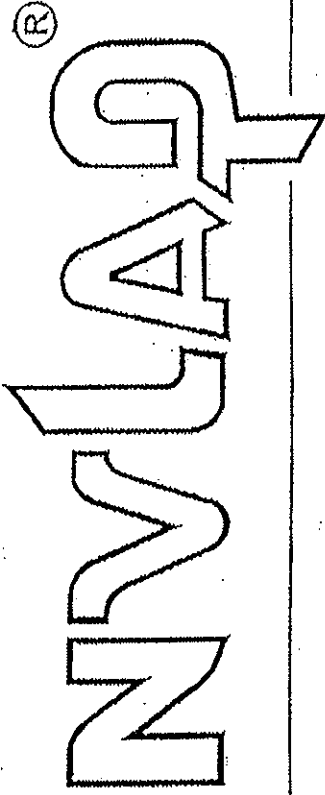
Instructor
Dean Althage

Thomas Bradford Mayhew

President
Thomas Bradford Mayhew

META - P.O. Box 786 - Lawrence KS 66044 - 800-444-6382

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101775-0

American Asbestos Laboratories, Inc.
Tampa, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2010-04-01 through 2011-03-31

Effective dates



Daddy D. Burch
For the National Institute of Standards and Technology

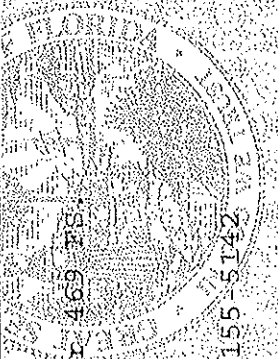
AG# 5227070

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

SEQ# L10092501299

DATE	BATCH NUMBER	LICENSE NBR
09/25/2010	100120327	DB0000010



The ASBESTOS CONSULTANT
 Named below IS LICENSED
 Under the provisions of Chapter 469, F.S.
 Expiration date: NOV 30, 2012

COTTRELL, DANIEL JOSEPH
 6367 SW 44 ST
 MIAMI FL 33155-5142

CHARLIE CRIST
 GOVERNOR

CHARLIE LIEM
 SECRETARY

DISPLAY AS REQUIRED BY LAW



Environmental Services, LLC

14505 Commerce Way, Suite 400
Miami Lakes, Florida 33016
Tel (305) 374-8300
Fax (305) 374-9004

October 26, 2010
EE&G Project No. 2010-2502

Mr. W. Mark Henry
PBS&J
2001 NW 107th Avenue
Miami, Florida 33172

**Subject: Supplemental Limited Asbestos Assessment
City of Key West City Hall – Annex Building
604 Simonton Street
Key West, FL 33040**

Dear Mr. Henry,

Originally contracted by PBS&J to perform a pre-demolition survey ourselves, EE&G was provided this attached report by PBS&J just prior to EE&G's planned survey site visit on October 14-15, 2010. EE&G has since been retained by PBS&J to review and supplement (if needed) the original Asbestos Demolition Survey performed by PSI and report September 10, 2009. Since the reports were performed by a Florida-certified asbestos consulting company (PSI) with inspections performed by an accredited inspector and sample analyses done by a NVLAP accredited lab, EE&G/PBS&J choose to accept this report "on its own merit" and at "face value" with their results intact with their inherent limitations and thus, PSI also assumes liability for their results as per their original contract.

Therefore, the following statements are not meant to alter or deduct anything from the PSI report but merely supplement and clarify where EE&G feels it may assist prospective bidders pricing the abatement and demolition of the structure, especially since there were no figures or photographs provided in the initial report. Some additional samples were collected on October 15, 2010 and the results with their interpretations are as follows:

To supplement and clarify, see Items in order of the original report:

1) **EE&G Sample#s 101510-4, 5, 6, 7, 8:** EE&G felt additional exterior stucco samples were required due to the age, square footage, and different textures of the exterior finishes. All five samples collected from the perimeter areas were found to be nonasbestos-containing as were the original samples collected by PSI. See Photo#s 1-6.

2) **HA 11, Sample#s 31-33:** PSI identified black HVAC mastic on paper/fiberglass insulation in Floor 1 AHU and above ceilings. EE&G confirmed this location and expands the HA to run above the floor 1 ceilings down the center from front to rear. EE&G collected a confirmatory sample # 101510-10 (5-10% chrysotile) on foil preformed HVAC duct in the rear of floor 1. EE&G would supplement the square footage of material from 250 SF to a maximum of 750 square feet of ACM HVAC insulation (both paper and foil) with mastic adhering. No suspect black ACM HVAC mastic was observed on floor 2 above ceilings. See Photo#s 7-11.

Mr. W. Mark Henry
October 26, 2010
Page 2

3) **EE&G Sample#s 101510-1, 2, 3:** No initial roof testing was performed by PSI, so EE&G inspectors collected a roof core through the synthetic roof foam membrane. All three samples collected from the roof and rivet sealant areas were found to be nonasbestos-containing. See Photo#s 12-14.

EE&G appreciates the opportunity to assist PBS&J with this matter. Please call us if you have any questions regarding this project.

Very truly yours,



Richard Grupenhoff
Senior Inspector/Staff Professional
EE&G
Attachments



Daniel J. Cottrell, PhD, P.G.
Asbestos Consultant #DD0000010
EE&G

Mr. W. Mark Henry
October 26, 2010
Appendices

APPENDIX A

**PSI DEMOLITION SURVEY REPORT
DATED SEPTEMBER 10, 2009**

ASBESTOS DEMOLITION SURVEY

**ANNEX BUILDING
604 SIMONTON STREET
KEY WEST, FLORIDA**

Prepared For

**MBI-K2M ARCHITECTURE
1001 WHITEHEAD STREET
KEY WEST, FLORIDA 33040**

Prepared By

**PROFESSIONAL SERVICE INDUSTRIES, INC.
7950 NW 64TH STREET
MIAMI, FLORIDA 33166**

PSI PROJECT NUMBER: 784-9A038

SEPTEMBER 10, 2009



September 10, 2009

MBI-K2M Architecture, Inc.
1001 Whitehead Street
Key West, Florida 33040

Attn.: Mr. Will Shelper
Project Manager

Re: Asbestos Demolition Survey
The Annex Building
604 Simonton Street
Key West, Florida 33040
PSI Project Number 784-9A038

Dear Mr. Shelper:

Enclosed herewith please find one (1) copy of the above-referenced Asbestos Demolition Survey. After your review, if you have any questions or concerns, please do not hesitate to contact Mr. Glenn Potharst at (305) 471-7721, extension 16.

Professional Service Industries, Inc. appreciates the opportunity to work with MBI-K2M Architecture on this project. We look forward to working with you again in the future.

Respectfully submitted,
Professional Service Industries, Inc.


Glenn R. Potharst
Department Manager -
Environmental Services


(for)
Andrew Richmond
Principal Consultant

GRP/SSC/AR

Enclosures



Scott S. Crandall
2009.09.23
10:13:45 -04'00'
Scott S. Crandall, P.E.
Florida Licensed Asbestos Consultant
No. EA-0000060

ASBESTOS DEMOLITION SURVEY

Of the

**ANNEX BUILDING
604 SIMONTON STREET
KEY WEST, FLORIDA**

Prepared for:

**MBI-K2M ARCHITECTURE, INC.
1001 WHITEHEAD STREET
KEY WEST, FLORIDA 33040**

Conducted by:

**PROFESSIONAL SERVICE INDUSTRIES, INC.
7950 NW 64th STREET
MIAMI, FLORIDA 33166
(305) 471-7721**

PSI PROJECT NUMBER: 784-9A038

SEPTEMBER 10, 2009



TABLE OF CONTENTS

	PAGE
EXECUTIVE SUMMARY	i
I. INTRODUCTION	1
II. METHODOLOGY	2
III. THE LABORATORY	4
IV. FINDINGS AND OBSERVATIONS	6
V. CONCLUSIONS.....	9

APPENDICES

- A. GLOSSARY OF TERMS
- B. PETROGRAPHIC BULK SAMPLE RESULTS
- C. STAFF CERTIFICATES

EXECUTIVE SUMMARY

GENERAL

Professional Service Industries, Inc. (PSI) was retained by MBI-K2M Architecture to conduct an Asbestos Demolition Survey of the Annex Building located at 604 Simonton Street in Key West, Florida.

The subject site surveyed consists of a two story structure. The suspect building materials consisted of drywall, interior plaster, exterior plaster, 12" x 12" floor tile, carpet mastic and drop down ceiling tiles.

PSI conducted this sampling survey in general accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAP) and the U.S. Environmental Protection Agency (EPA).

Mr. Jeremy Cottrell of PSI conducted the survey on June 22, 2009. The purpose of the survey was to identify, locate and quantify friable and non-friable suspect asbestos-containing materials located at the subject site. During the survey, a total of forty (40) samples of suspect asbestos-containing materials (ACM) were collected from fourteen (14) homogeneous areas and analyzed by Polarized Light Microscopy (PLM). **Results of laboratory analysis confirmed that the following sampled materials contained greater than one percent (>1%) asbestos.**

MATERIAL DESCRIPTION	% ASBESTOS – TYPE
Black A/C Duct Mastic	3% Chrysotile

The EPA considers a homogenous material to be asbestos-containing if at least one sample of this material is greater than one percent (>1%) asbestos.

PURPOSE

The purpose of this study was to provide information regarding the presence of asbestos containing materials at the site, which is planned to be demolished.

PSI warrants that the findings contained herein have been promulgated in general accordance with accepted professional practices at the time of its preparation as applied by professionals in the community.

The report is limited to the information available from the client at the time it was prepared and the conditions existing in the facility at the time of survey. There is a possibility that conditions may exist which could not be identified within the scope of the survey or which were not apparent during the site visit.

As directed by the client, PSI did not provide any service to investigate or detect

MBI-K2M Architecture
Asbestos Demolition Survey
Annex Building
604 Simonton Street
Key West, Florida
PSI Project No.: 784-9A038



the presence of moisture, mold or other biological contaminants in or around any structure, or any service that was designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or recurrence of mold amplification.

The Asbestos Survey was performed and a final report prepared by PSI. The report has been included in its entirety in this document for the exclusive use of by MBI-K2M Architecture.

I. INTRODUCTION

Asbestos, commonly referred to as the miracle mineral, has been used as a reinforcement fiber for more than 2,000 years. Due to the abundant availability of the fiber, its acoustical and tensile qualities, and its resistance to fire and chemicals, asbestos has been used extensively in building materials.

However, inhalation of asbestos fibers has been found to be a health hazard to humans, and building owners may be held liable for the presence of the fibers and subsequent inhalation by occupants. Due to these factors, a move is presently underway among building owners in both the public and private sectors to identify any asbestos-containing materials (ACM) in their buildings. This identification is accomplished by building inspections, which are the first step in a plan to effectively control and/or remove any known asbestos-containing materials found.

The main purposes of these inspections are identification of asbestos-containing materials, determination of the potential for exposure within each building and development of budgetary cost estimates for removal and replacement of asbestos-containing materials. Once the asbestos-containing materials are identified and assigned a Priority Level, their removal should be addressed in a phased abatement program. A phased abatement is designed to remove those materials possessing the highest exposure potential (and therefore posing the greatest health risk) first, and then to address the areas with successively lower exposure potentials.

Current EPA statutes address presently friable (easily crumbled) and non-friable materials. Non-friable building materials do not create an environmental exposure unless they are sawn, broken, ripped, or pulverized. However, even materials that are well wrapped and technically non-friable at the time of inspection have the potential to become friable very readily by accidental tearing or other disturbance. It is for this reason, as well as to simply inform the owner of all asbestos-containing materials, that PSI's policy is to address all materials which are potentially friable as well as those presently friable. This report has been organized in a manner that presents the data in several forms to best suit the needs of the building owner. The Quality Control and Method of Quantification section explains our testing and quality control methods. The Petrographic Results section is a listing of samples taken and their asbestos content. The spreadsheets contain detailed information on the locations, types, and quantities of all documented asbestos materials sampled.

II. METHODOLOGY

GENERAL REFERENCES

MBI-K2M Architecture, Inc. authorized PSI to conduct an Asbestos Demolition Survey and to analyze samples taken during the survey.

Asbestos survey and sampling procedures were performed in general accordance with National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulation and the guidelines published by the EPA in 40 CFR Part 763 Subpart E, October 30, 1987, last amended July 3, 1995.

ASBESTOS SAMPLING SURVEY GENERAL ORGANIZATION

The study itself consisted of three major activities: visual observation, sampling, and quantification. Although these activities are listed separately, they are integrated tasks.

VISUAL OBSERVATION

The visual observation of the building was performed by EPA accredited inspector Mr. Jeremy Cottrell, Certificate No. 130540. The initial building walk-through was conducted to determine the presence and condition of suspect materials. Materials from each of these areas, which were similar in general appearance, were grouped into homogeneous sampling areas. Functional spaces were also identified. Such materials are termed "homogeneous materials" by the EPA. During this walk-through, the approximate quantities of these homogeneous materials were also noted. The survey included investigating the interior and exterior walls and wall cavities.

Following the EPA inspection protocol, each identified suspect homogeneous material was placed in one of the following EPA classifications:

Surfacing Materials (sprayed or trowel applied to building members)

Thermal System Insulation (materials generally applied to various mechanical systems)

Miscellaneous Materials (any materials which do not fit either of the above categories)

SAMPLING PROCEDURES

Following the walk-through of the building, the inspector collected selected samples of materials identified as suspect ACM. Interior walls, exterior walls and cavities were investigated through damaged wall areas or inspection holes which were made.

EPA and NESHAP guidelines were used to determine the sampling protocol. Sampling locations were chosen to be representative of the homogeneous material.

Samples of thermal system insulation (TSI) and miscellaneous materials were taken as randomly as possible while again attempting to sample already damaged areas so as to minimize disturbance of the material. Sampling was scheduled to minimize interference with building occupants. After each sample was extracted, a spray encapsulant was applied to the sampled area to prevent potential fiber release.

QUANTIFICATION

Quantities of building materials, which were suspected of containing asbestos, were estimated. This estimation was performed by taking approximate measurements in the field. Pipe lagging was quantified by linear footage while the actual number of Mudded Joint Packing (MJP)'s was counted. Insulation on mechanical equipment such as boilers and ductwork was quantified by the square footage of the surface area of suspect insulation. Similarly, plasters, ceiling tiles, floor tiles and transite panels were measured in square feet of surface area.

III. THE LABORATORY

All samples collected during this survey were analyzed at PSI's Polarized Light Microscopy Laboratory in Pittsburgh, Pennsylvania. Lab results are computerized for greater efficiency.

A. POLARIZED LIGHT MICROSCOPY LABORATORY ACCREDITATION

Professional Service Industries, Inc. is accredited under the National Institute of Standards and Technology's (NIST) certification program, the National Voluntary Laboratory Accreditation Program (NVLAP). PSI has participated in a quality assurance program, either EPA or NVLAP, since 1983. Our NVLAP Laboratory Number is 101350-0.

B. PSI LABORATORY QUALITY CONTROL PROGRAM

PSI maintains an in-house quality control program in addition to participating in the NVLAP Bulk Sample Quality Assurance Program. Our in-house program consists of blind reanalysis of ten percent of all samples. This reanalysis is done by a designated Quality Control Microscopist. There is also voluntary quality control reanalysis and mandatory source material dependent quality control reanalysis for sample types that are particularly difficult to analyze.

C. METHOD OF ANALYSIS

Analysis was performed by using the bulk sample for visual observation and slide preparation(s) for microscopic examination and identification.

The samples were mounted on slides and then analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, and actinolite/ tremolite), fibrous non-asbestos constituents (mineral wool, paper, etc.) and non-fibrous constituents.

Asbestos was identified by refractive indices, morphology, color, pleochroism, birefringence, extinction characteristics, and signs of elongation. The same characteristics were used to identify the non-asbestos constituents.

The microscopist visually estimated relative amounts of each constituent by determining the volume of each constituent in proportion to the total volume of the sample, using a stereoscope.

The EPA considers a homogeneous material to be asbestos containing if at least one sample of this material is greater than one percent (1%) asbestos. Conversely, EPA considers a homogeneous material to be non-asbestos containing if all the samples of that material contain 1% or less asbestos. When samples of friable materials are analyzed by PLM and found to contain asbestos less than ten (10%) percent, then a more exact method of analysis call point counting may be performed at the client's request. When results of this method are one (1%) percent or less asbestos, then the material is not regulated by the EPA and OSHA as and RACM, however OSHA regulations apply whenever any amount of asbestos, including 1% or less is present in the material.

The test results are based on a visual determination of relative volume of the bulk sample components. The results are valid only for the item tested. This report may not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA 600R 93/116 July 1993).

IV. FINDINGS AND OBSERVATIONS

The subject site surveyed consists of a two story structure. The suspect building materials consisted of drywall, interior plaster, exterior plaster, 12" x 12" floor tile, carpet mastic and drop down ceiling tiles.

A total of forty (40) samples were collected from fourteen (14) homogeneous areas during the survey and were analyzed by PLM. The following table lists each material sampled, sample locations, approximate quantity of material located throughout the surveyed area and percentage of asbestos fibers found in the material sampled.

HOMO. No.	SAMPLE No.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
1	1	12" x 12" Aqua Floor Tile/ Mastic	HVAC Closet	3,225 sq. ft.	Tile – NAD Mastic - NAD	N/A ⁽⁵⁾
1	2	12" x 12" Aqua Floor Tile/ Mastic	Office Closet	Included Above	Tile – NAD Mastic - NAD	N/A
1	3	12" x 12" Aqua Floor Tile/ Mastic	Storage Closet	Included Above	Tile – NAD Mastic - NAD	N/A
2	4	2' x 2' RP ⁽⁶⁾ Ceiling Tile	1 st Floor, File Room	2,900 sq. ft.	NAD	N/A
2	5	2' x 2' RP Ceiling Tile	1 st Floor, Hallway	Included Above	NAD	N/A
2	6	2' x 2' RP Ceiling Tile	1 st Floor, Hallway	Included Above	NAD	N/A
3	7	Baseboard/ Mastic	1 st Floor, Server Room	240 sq. ft.	Baseboard - NAD Mastic - NAD	N/A
3	8	Baseboard/ Mastic	1 st Floor, Closet	Included Above	Baseboard - NAD Mastic - NAD	N/A
3	9	Baseboard/ Mastic	1 st Floor, Office	Included Above	Baseboard - NAD Mastic - NAD	N/A
4	10	Drywall	1 st Floor, Kitchen	7,000 sq. ft.	Drywall – NAD	N/A
4	11	Drywall	1 st Floor, Office	Included Above	Drywall – NAD	N/A
4	12	Drywall	2 nd Floor,	Included	Drywall –	N/A

HOMO. No.	SAMPLE No.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
			Restroom	Above	NAD	
5	13	Carpet Mastic	2 nd Floor, Office	3,234 sq. ft.	NAD	N/A
5	14	Carpet Mastic	2 nd Floor, Conference Room	Included Above	NAD	N/A
5	15	Carpet Mastic	Office Storage Room	Included Above	NAD	N/A
6	16	Dark Gray Floor Tile/ Mastic	2 nd Floor, Kitchen	520 sq. ft.	Tile-NAD Mastic-NAD	N/A
6	17	Dark Gray Floor Tile/ Mastic	2 nd Floor, Closet	Included Above	Tile-NAD Mastic-NAD	N/A
6	18	Dark Gray Floor Tile/ Mastic	Stairwell	Included Above	Tile-NAD Mastic-NAD	N/A
7	19	2' x 4' RP Ceiling Tile	1 st Floor, Office	500 sq. ft.	NAD	N/A
7	20	2' x 4' RP Ceiling Tile	1 st Floor, Office	Included Above	NAD	N/A
7	21	2' x 4' RP Ceiling Tile	1 st Floor, Office	Included Above	NAD	N/A
8	22	Wall Plaster	Stairwell	250 sq. ft.	NAD	N/A
8	23	Wall Plaster	Stairwell	Included Above	NAD	N/A
8	24	Wall Plaster	Stairwell	Included Above	NAD	N/A
9	25	2' x 2' Ceiling Tile	2nd Floor, Reception Desk	3,700 sq. ft.	NAD	N/A
9	26	2' x 2' Ceiling Tile	2nd Floor, Hallway	Included Above	NAD	N/A
9	27	2' x 2' Ceiling Tile	2nd Floor, Back Entrance	Included Above	NAD	N/A
10	28	White A/C Duct Mastic	1 st Floor, Server Room	20 sq. ft.	NAD	N/A
10	29	White A/C Duct Mastic	1 st Floor, AHU	Included Above	NAD	N/A
10	30	White A/C Duct Mastic	1 st Floor, AHU	Included Above	NAD	N/A
11	31	Black A/C Duct Mastic	1 st Floor, AHU	250 sq. ft.	3% Chrysotile	Category I non-friable
11	32	Black A/C Duct Mastic	1 st Floor, AHU	Included Above	NA ⁽⁴⁾	Category I non-friable
11	33	Black A/C Duct Mastic	1 st Floor, AHU	Included Above	NA	Category I non-friable
12	34	Sink Undercoating	1 st Floor, Sink	4 sq. ft.	NAD	N/A

HOMO. No.	SAMPLE No.	MATERIAL DESCRIPTION	SAMPLED LOCATION ⁽¹⁾	APPROX. QUANTITY ⁽²⁾	% ASBESTOS TYPE	NESHAP CATEGORY
12	35	Sink Undercoating	1 st Floor, Sink	Included Above	NAD	N/A
12	36	Sink Undercoating	1 st Floor, Sink	Included Above	NAD	N/A
13	37	Heavy Pattern Floor Tile/ Mastic	2 nd Floor, Reception Area	10 sq. ft.	Floor Tile - NAD Mastic - NAD	N/A
14	38	Exterior Plaster	South side	5,600 sq. ft.	NAD	N/A
14	39	Exterior Plaster	East Side	Included Above	NAD	N/A
14	40	Exterior Plaster	West Side	Included Above	NAD	N/A

- (1) Location material was sampled.
- (2) Approximate quantity located throughout the surveyed area; sq. ft. = square feet, lin. ft. = linear feet.
- (3) NAD – No Asbestos Detected
- (4) NA – Not Analyzed
- (5) N/A- Not Applicable
- (6) RP – Random Pattern



V. CONCLUSIONS

ASBESTOS CONTAINING MATERIALS

Materials identified to contain asbestos minerals:

- Black A/C Duct Mastic

NON-ASBESTOS CONTAINING MATERIALS

Asbestos was not detected in the following PSI sampled and analyzed materials:

- 12" x 12" Aqua Floor Tile/ Mastic
- 2' x 2' RP Ceiling Tile
- Vinyl Baseboard/Mastic
- Drywall
- Carpet Mastic
- Dark Gray Floor Tile/Mastic
- 2' x 4' RP Ceiling Tile
- Wall Plaster
- 2' x 2' Ceiling Tile
- White A/C Duct Mastic
- Sink Undercoating
- Heavy Pattern Gray Floor Tile/Mastic
- Exterior Plaster

The asbestos containing black A/C duct mastic is considered to be a Category I asbestos-containing material per EPA NESHAPS 40 CFR Part 61, Subpart M. This material does not pose a significant exposure problem unless sawn, drilled, sanded, or structurally altered in a way which could make it become friable. It was observed to be in fair condition at the time of the survey. This material may be left in place during demolition as long as the contractor complies with all requirements of the NESHAP regulation and OSHA asbestos regulations. The requirements of these regulations include, but are not limited to, the use of proper engineering controls, worker/supervisor training, and proper handling of asbestos waste. Based on the complexity of these regulations, PSI recommends that the non-friable asbestos containing materials be removed by a Florida licensed asbestos abatement contractor utilizing proper abatement procedures prior to demolition of the building. The abatement procedures should be in accordance with OSHA 29 CFR Part 1926.1101, and documentary air monitoring to verify compliance with the OSHA regulation is recommended. Afterwards, all the demolition debris can be disposed of as regular construction debris or recycled.

If any additional suspect materials are encountered that have not been tested, or if any materials are found that were not visible at the time of the survey, they should be presumed to be asbestos-containing until laboratory testing proves otherwise.

APPENDICES

APPENDIX A
GLOSSARY OF TERMS

APPENDIX A

GLOSSARY OF TERMS

ABATEMENT — Procedures to control fiber release from asbestos-containing building materials. Includes encapsulation, enclosure, and removal.

AIR MONITORING — The process of measuring fiber content of a specific volume of air in a stated period of time.

AMBIENT EXPOSURE — Exposure to environmental fiber concentrations (i.e., the normal concentration of fibers in an area prior to the disturbance of asbestos-containing materials).

AMENDED WATER — Water to which a surfactant has been added to increase its penetrating capabilities.

ASBESTOS — A defined group of naturally occurring minerals that separate into fibers. There are six asbestos minerals used commercially: Chrysotile, amosite, crocidolite, anthophyllite, tremolite, and actinolite.

ASBESTOS-CONTAINING MATERIAL — Product containing a percentage of asbestos equal to or greater than the limits established by the appropriate federal, state, or local governing authority.

CONTAINMENT — Isolation of the work area from the rest of the building to prevent escape of asbestos fibers.

DECONTAMINATION ENCLOSURE SYSTEM — A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers or material and equipment. A decontamination enclosure system always contains at least one air lock.

DELAMINATION — The separation of individual layers of a multi-layered building material, such as the delamination of the layers in a sheet of plywood.

ENCAPSULATE — To surround or penetrate with an adhesive matrix to prevent release of fibers.

ENCLOSURE — An airtight barrier constructed around ACBM to prevent fiber release.

GLOSSARY OF TERMS (continued)

EXPOSURE (HUMAN) — The presence of people in an area where levels of an airborne contaminant are elevated. A more technical definition sometimes found in specific literature is: The total amount of airborne contaminant inhaled by a person, typically approximated by the product of concentration and duration.

FIBROUS — Contains or is composed of fibers.

FRIABLE — Descriptive term referring to material which, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

HEPA FILTER — A High Efficiency Particulate Air filter capable of trapping and retaining 99.97% of mono-dispersed particles greater than 0.3 microns in size.

HEPA VACUUM — A specialized vacuum which uses HEPA filters; the process of using a HEPA vacuum.

HOMOGENEOUS MATERIAL — Material similar in appearance, color, texture, and date of application.

PEAK EXPOSURE — Exposure at the time of disturbance to asbestos-containing material which creates relatively high fiber concentrations.

PREVALENT LEVELS — Levels of airborne contaminant occurring under normal conditions.

PETROGRAPHIC — Pertaining to the description of systematic classification of minerals.

REMOVAL — All herein specified procedures necessary to strip all asbestos materials from the designated areas to dispose of these materials at an acceptable site.

SUBSTRATE — The substance beneath a finish surface, such as the scratch coat and brown coat under finish plaster.

APPENDIX B
PETROGRAPHIC BULK SAMPLE RESULTS

REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: **PSI, Inc.**
 7950 N.W. 64 Street
 Miami, FL 33166
 Attn: Glenn Potharst

Project ID: **784-9A038-1**
 MBI-K2M Architecture
 Annex Building

Date Received: **7/9/2009** Date Completed: **7/10/2009** Date Reported: **7/10/2009**

Analyst: **DA** Work Order: **0907171** Page: **1 of 3**

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
1-1	001A	(1) Blue, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
1-2	002A	(1) Blue, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
1-3	003A	(1) Blue, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
2-4	004A	(1) Gray, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	30% Cellulose Fiber 30% Fibrous Glass
2-5	005A	(1) Gray, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	30% Cellulose Fiber 30% Fibrous Glass
2-6	006A	(1) Gray, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	30% Cellulose Fiber 30% Fibrous Glass
3-7	007A	(1) Black, Baseboard, Homogeneous (2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
3-8	008A	(1) Black, Baseboard, Homogeneous (2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
3-9	009A	(1) Black, Baseboard, Homogeneous (2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.


Respectfully submitted,
 PSI, Inc.

Maureen L. Sammons
 Approved Signatory
 Maureen Sammons

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
4-10	010A	(1) White, Paint, Homogeneous (2) White, Drywall, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
4-11	011A	(1) White, Paint, Homogeneous (2) White, Drywall, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
4-12	012A	(1) White, Drywall, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED	None Reported
5-13	013A	(1) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
5-14	014A	(1) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
5-15	015A	(1) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
6-16	016A	(1) Gray, Floor Tile, Homogeneous <i>No Mastic</i>	NO ASBESTOS DETECTED	None Reported
6-17	017A	(1) Gray, Floor Tile, Homogeneous <i>No Mastic</i>	NO ASBESTOS DETECTED	None Reported
6-18	018A	(1) Gray, Floor Tile, Homogeneous <i>No Mastic</i>	NO ASBESTOS DETECTED	None Reported
7-19	019A	(1) Gray, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	30% Cellulose Fiber 30% Fibrous Glass
7-20	020A	(1) Gray, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	30% Cellulose Fiber 30% Fibrous Glass
7-21	021A	(1) Gray, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	30% Cellulose Fiber 30% Fibrous Glass
8-22	022A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
8-23	023A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
Maureen Sammons

Analyst:

DA

Work Order:

0907171

Page: 3 of 3

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
8-24	024A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
9-25	025A	(1) Gray, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	30% Cellulose Fiber 30% Fibrous Glass
9-26	026A	(1) Gray, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	30% Cellulose Fiber 30% Fibrous Glass
9-27	027A	(1) Gray, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	30% Cellulose Fiber 30% Fibrous Glass
10-28	028A	(1) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
10-29	029A	(1) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
10-30	030A	(1) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
11-31	031A	(1) Black, Mastic, Homogeneous	3% Chrysotile	4% Cellulose Fiber
11-32	032A	Sample Not Tested		
11-33	033A	Sample Not Tested		
12-34	034A	(1) White, Sink Undercoating, Homogeneous	NO ASBESTOS DETECTED	7% Cellulose Fiber
12-35	035A	(1) White, Sink Undercoating, Homogeneous	NO ASBESTOS DETECTED	7% Cellulose Fiber
12-36	036A	(1) Black, Sink Undercoating, Homogeneous	NO ASBESTOS DETECTED	5% Cellulose Fiber
13-37	037A	(1) Gray, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
14-38	038A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
14-39	039A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
14-40	040A	(1) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported

Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
Maureen Sammons

APPENDIX C
STAFF CERTIFICATES

Asbestos Consulting & Training Systems

38596.4814CERT/BIR

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311

(954) 524-7208

Processed By:



To Authenticate Certificate
www.seagulltraining.com
1-800-966-9933

This is to Certify that
Jeremy Cottrell



1 3 6 - 7 8 - 2 1 8 2

7950 NW 64 ST , Miami ,FL

has successfully completed an English
Asbestos Building Inspection Refresher

7-Aug-09 TO 7-Aug-09

Individual above has completed the requisite training for accreditation under TSCA Title II

Meets state requirements of 326 IAC (IDEM) and FL49-0001020/CN-0006273.

NDAAC Provider #451

Trainer(s): Mark Knick

TEST SCORE: 88 % Training Address: 900 NW 5th Ave, Fort Lauderdale, FL 33311

Successful course completion based on exam score on: 08/07/09

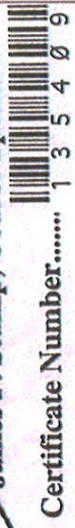
This Certificate Expires:



7-Aug-10

08 / 07 / 10

James F. Stump, Course Sponsor



Certificate Number..... 1 3 5 4 0 9

Course Number SE0931

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 8015), I CERTIFY THAT THIS TRAINING COURSE WITH ALL APPLICABLE REQUIREMENTS OF TITLE 19 OF THE TSCA REGULATIONS CONTAINS 40 CFR PART 746 OR 261. APPLICABLE FEDERAL STATE OR LOCAL REQUIREMENTS ARE INCLUDED.

Mr. W. Mark Henry
October 26, 2010
Appendices

APPENDIX B

**EE&G PLM LABORATORY RESULTS
OCTOBER 15, 2010**

REPORT

SENT PBS&J
TO: 2001 NW 107TH AVENUE
MIAMI, FL 33172
MARK HENRY
305-514-3485/FAX:305-594-9574

PREPARED BY: AAL
Asbestos Department
5005 WEST LAUREL STREET
SUITE 110
TAMPA, FL 33607
NVLAP Code 101775
(813) 287-1005

Thank you for your business.

Analysis: Polarized Light Microscopy (PLM) with dispersion staining techniques according to the United States (US) Environmental Protection Agency (EPA) "Method for the Determination of Asbestos in Bulk Building Materials," EPA/600/R-93-116, July, 1993.

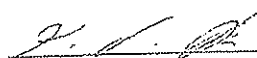
Sample Type : BULK
#Of Samples : 10


Date in : October 18, 2010
Date out : October 22, 2010

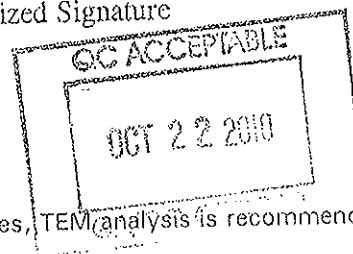
Work Order# : M010119
EE&G Project# : 2010 2502
Project : KW CITY HALL ANNEX

Collected by : R.G.
Delivery by : FEDEX
Received by : KIA

Analyzed By:


Khandaker I. Anam


Authorized Signature



Due to the small size of asbestos fibers associated with vinyl floor tiles, TEM analysis is recommended for all floor tiles containing < 1% or no detectable asbestos by visual estimation.

This report may not be reproduced except in full, without the written approval of AAL. AAL will not be held responsible for the use of its reports issued in part to third parties or authorized agents of the client.

This report shall not be used by the client to claim product endorsement by NVLAP nor any agency of the United States Government. All NVLAP reports displaying NVLAP logo must have at least one signature to be valid.

The following analytical results presented in this report pertain only to the samples analyzed. American Asbestos Laboratories assumes no responsibility for whether the samples accurately represent the material in question.

LABORATORY BULK SAMPLE ANALYSIS REPORT

Samples were analyzed in accordance with the Interim Method as described in 40 CFR, Part 763, Vol. 52, No. 210

CLIENT : PBS&J
 PROJECT : KW CITY HALL ANNEX
 WORK ORDER NUMBER: M010119

ID#	ANA	DESCRIPTION	LOCATION	SAMPLE NUMBER	CHRY	AMOS	CROC	TREM	ANTH	OTHER	%NON-ASB FIBERS
01A	K1A	BLACK/YEL FIELD MEMBRANE Layer 1: Layer 2:	ROOF NORTH FIELD NO ASBESTOS DETECTED IN BLACK FIELD MEMBRANE NO ASBESTOS DETECTED IN YELLOW FOAM	10151001		NO ASBESTOS DETECTED					10-20
01B	K1A	BLACK/YEL FIELD MEMBRANE Layer 1: Layer 2:	ROOF SOUTH FIELD NO ASBESTOS DETECTED IN BLACK FIELD MEMBRANE NO ASBESTOS DETECTED IN YELLOW FOAM	10151002		NO ASBESTOS DETECTED					10-20
02A	K1A	WHITE ROOF RIVET SEAL	ROOF SIDE RIVETS	10151003		NO ASBESTOS DETECTED					1-2
03A	K1A	GREY/PINK EXTERIOR STUCCO	FRONT DOOR	10151004		NO ASBESTOS DETECTED					1-2
03B	K1A	GREY/PINK EXTERIOR STUCCO	SOUTH WALL	10151005		NO ASBESTOS DETECTED					1-2
03C	K1A	GREY/PINK EXTERIOR STUCCO	NORTH WALL	10151006		NO ASBESTOS DETECTED					1-2
03D	K1A	GREY/PINK EXTERIOR STUCCO	SOUTHEAST CORNER	10151007		NO ASBESTOS DETECTED					1-2
03E	K1A	GREY/PINK EXTERIOR STUCCO	NORTHWEST WALL	10151008		NO ASBESTOS DETECTED					1-2
04A	K1A	BLACK SINK UNDERCOAT	FLOOR 2 SINK	10151009		NO ASBESTOS DETECTED					1-2
05A	K1A	LT BLACK HVAC MASTIC	FLR 1 HFAC REAR	10151010	5-10	NO ASBESTOS DETECTED					2-5

NO ASBESTOS DETECTED
 10/22/2010
 Quality Control Office

Analytical results pertain only to the sample(s) analyzed.

ABBREVIATIONS: ANA = Analyst; ASB = Asbestos; CHRY = Chrysotile; AMOS = Amosite; CROC = Crocidolite; TERM = Term/Act; ANTH = Anthrophyllite; ACT = Actinolite; AL = Aluminum; ANTH = Anthrophyllite; BLK = Black; BACK = Backing; BL = Blue; BRN = Brown; C = Cellulose; CALC = Calcareous; CPT = Carpet; CTL = Ceiling tile; CFM = Cement; COV = Cover; DEB = Debris; FC = Fiberglass; FIB = Fibrous; fibers; MAS = Mastic; MAT = Material; MIC = Micaeous; MAW = Mineral wool; ORG = Orange; PAI = Paint; PAP = Paper; PL = Plaster; PLAS = Plastic; PWD = Powder; RCF = Refractory ceramic fiber; RUB = Rubber; SIL = Silver; SR = Sheet rock; SUB = Substance; S = Synthetic; TEXT = Textured; TR = Trace; TRAN = Transite; TREM = Tremolite; VERM = Vermiculite; VYL = Vinyl; W = Wollastonite; WH = White; YEL = Yellow.



EE&G Environmental Services, LLC
 14505 Commerce Way, Suite 400
 Miami Lakes, Florida 33016

10/19

BULK TRANSMITTAL FORM CHAIN OF CUSTODY

6045 Monte

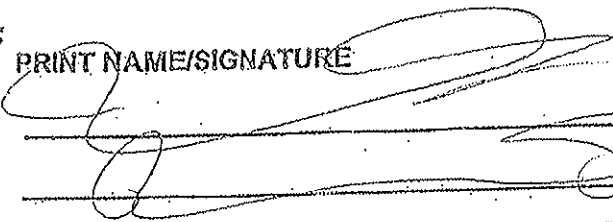
CLIENT: PBS&T
 CLIENT CONTACT: Mark Henry
 DATE COLLECTED: 10/14
 DATE SENT: 10/15
 STOP AT FIRST POSITIVE: Y (circle one)

PROJECT: KW City Hall Annex
 PROJECT NO./BILL GROUP: 2010 125
 PROJECT PHASE: STARTUP
 DATE VERBAL NEEDED: 10/20/10
 DATE WRITTEN NEEDED: 10/21

SAMPLE PREFIX 101510

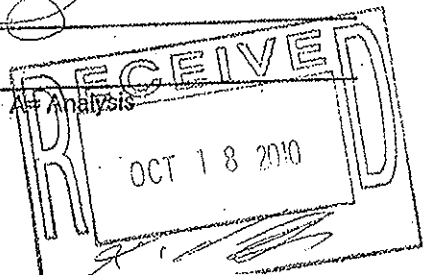
SAMPLE NUMBER	COLOR	SAMPLE DESCRIPTION	SAMPLE LOCATION
1. <u>01</u>	<u>black/yellow</u>	<u>field membrane/foam</u>	<u>roof N field</u>
2. <u>2</u>	<u>↓</u>	<u>↓</u>	<u>S ↓</u>
3. <u>3</u>	<u>white</u>	<u>roof rivet sealant</u>	<u>roof side rivet</u>
4. <u>4</u>	<u>gray/pink</u>	<u>exterior stucco</u>	<u>front door</u>
5. <u>5</u>	<u>↓</u>	<u>↓</u>	<u>S wall</u>
6. <u>6</u>	<u>↓</u>	<u>↓</u>	<u>Mural</u>
7. <u>7</u>	<u>↓</u>	<u>↓</u>	<u>SW corner</u>
8. <u>8</u>	<u>↓</u>	<u>↓</u>	<u>Mural</u>
9. <u>9</u>	<u>black</u>	<u>sink undercoat</u>	<u>FIR 2 sink</u>
10. <u>10</u>	<u>lt black</u>	<u>HVAC mast</u>	<u>FIR 1 HVAC rea</u>
11. <u>11</u>			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

CHAIN OF CUSTODY:
 DATE/TIME
10/14
10/15

PRINT NAME/SIGNATURE


PURPOSE
 C T A
 C P A
 C T A

C= Collection T= Transportation A= Analysis



Mr. W. Mark Henry
October 26, 2010
Appendices

APPENDIX C
PHOTOGRAPHS
OCTOBER 14-15, 2010

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 1: Entrance to Annex Building at 604 Simonton, nonACM stucco

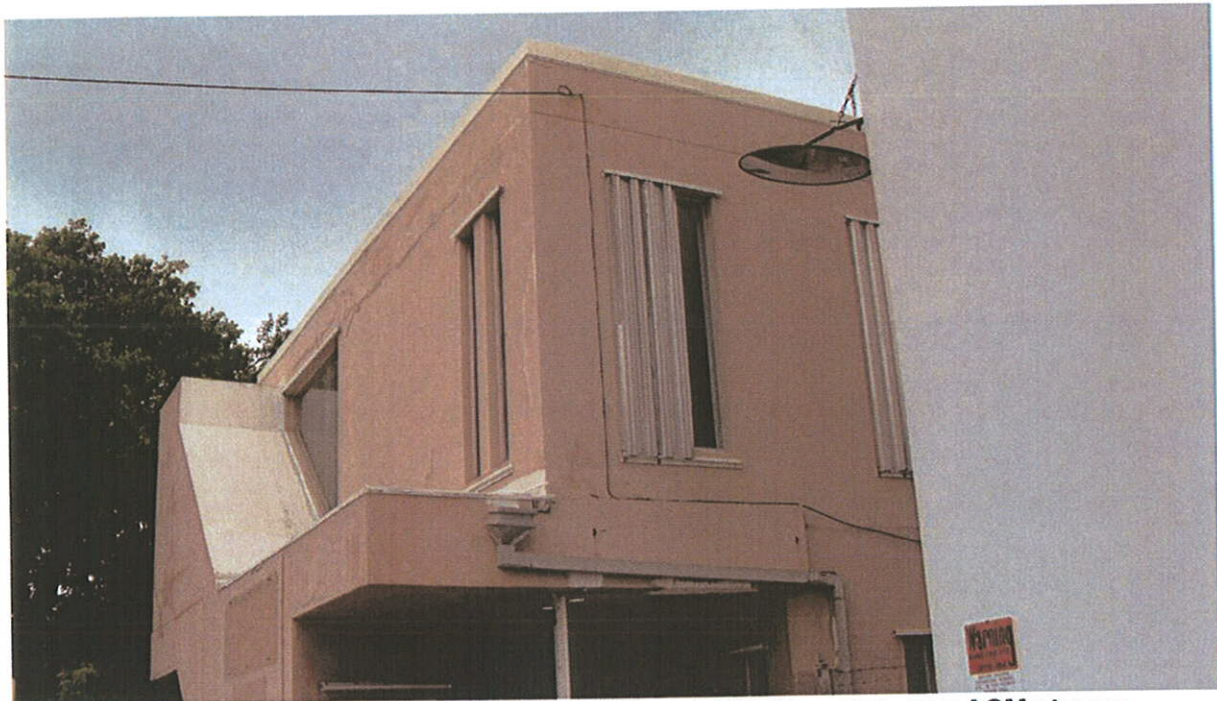


Photo 2: Rear entrance to Annex Building at 604 Simonton, nonACM stucco

Mr. W. Mark Henry
October 26, 2010
Appendices

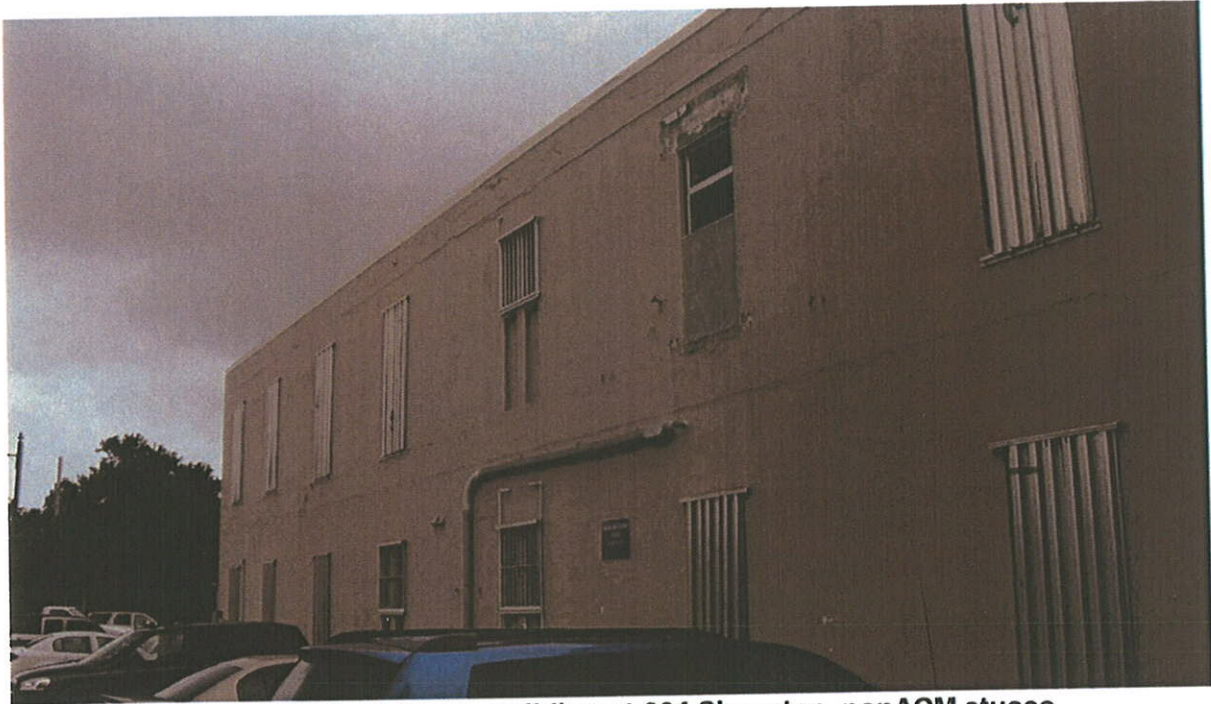


Photo 3: Side of Annex Building at 604 Simonton, nonACM stucco



Photo 4: Side of Annex Building at 604 Simonton, nonACM stucco

Mr. W. Mark Henry
October 26, 2010
Appendices

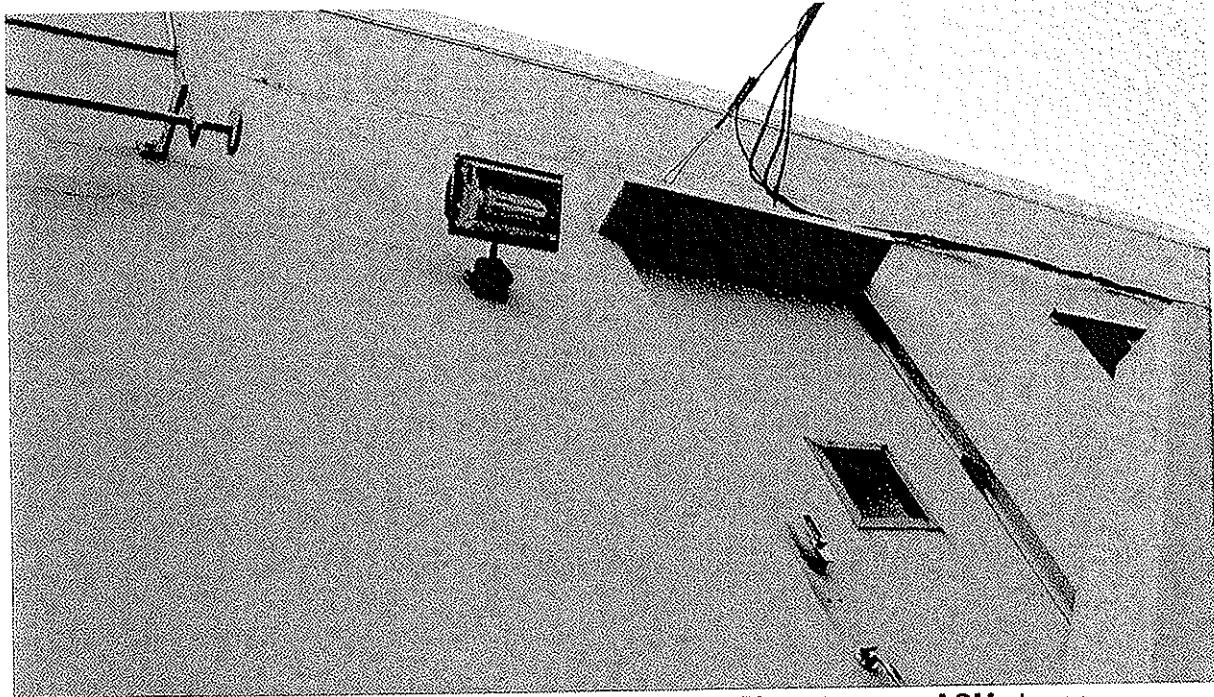


Photo 5: Alley side of Annex Building at 604 Simonton, nonACM stucco

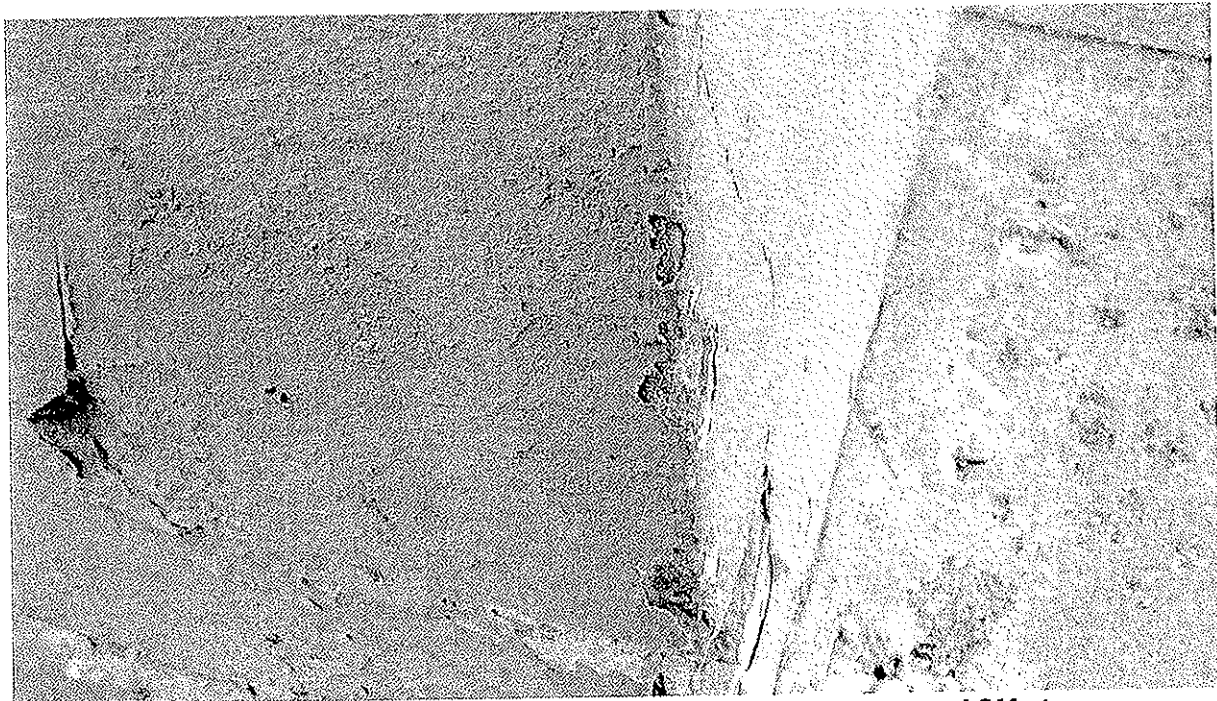


Photo 6: Front corner of Annex Building at 604 Simonton, nonACM stucco

Mr. W. Mark Henry
October 26, 2010
Appendices

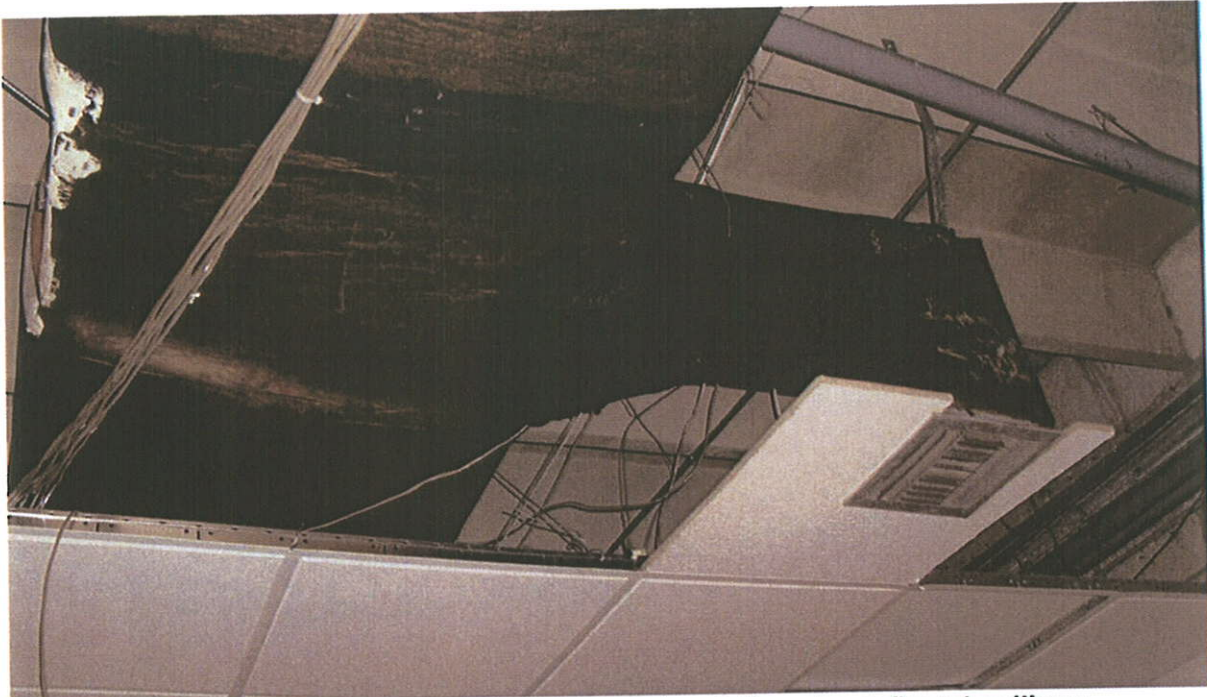


Photo 7: ACM HVAC with brown paper insulation above floor 1 ceilings



Photo 8: ACM black mastic on central AHU

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 9: More ACM HVAC mastic above ceilings, at junction of nonACM white HVAC



Photo 10: More black HVAC above ceilings

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 11: EE&G sample #10 of black HVAC mastic in rear of floor 1

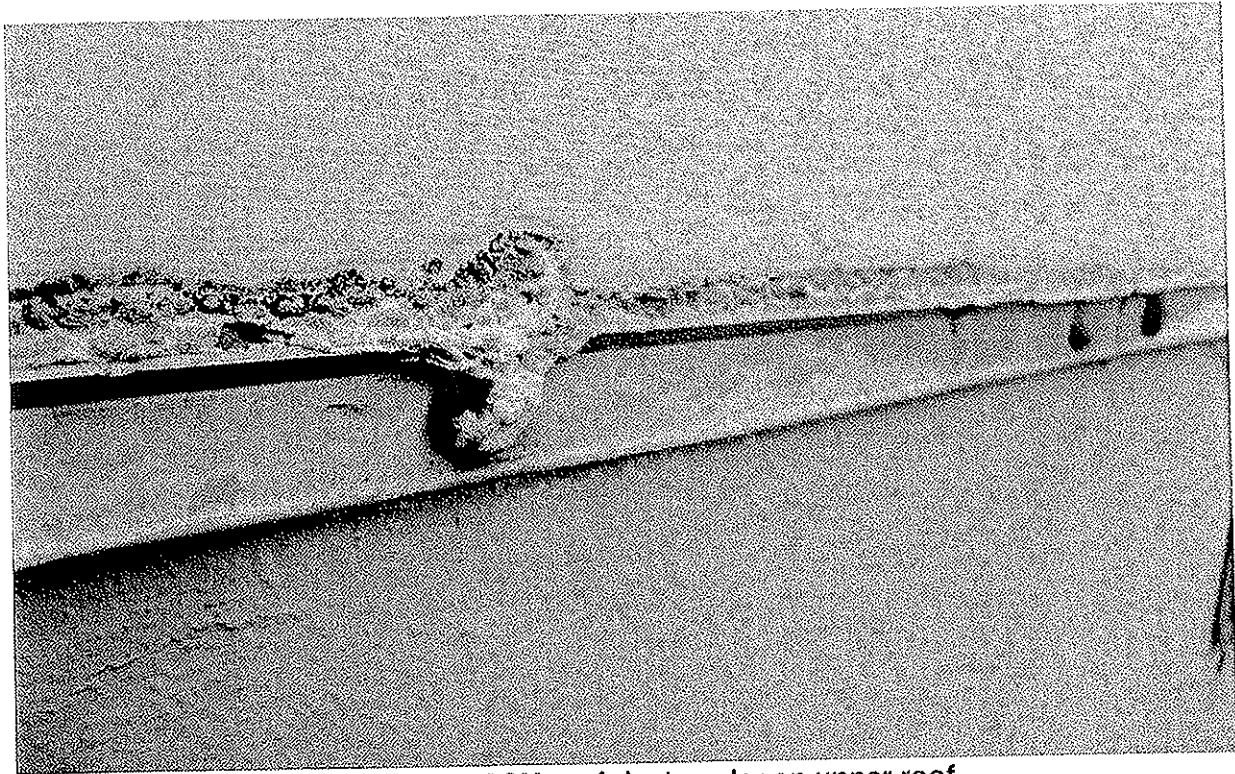


Photo 12: NonACM roof rivet sealer on upper roof

Mr. W. Mark Henry
October 26, 2010
Appendices



Photo 13: NonACM roof field membrane and felts



Photo 14: NonACM roof field membrane and felts

Mr. W. Mark Henry
October 26, 2010
Appendices

APPENDIX D
CERTIFICATES



M·E·T·A

Mayhew Environmental Training Associates

I N C O R P O R A T E D

Certificate # 7ME09211002AIR0004

This is to certify that

Richard Grupenhoff

*has on 9/21/10, in Miami Lakes, FL
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 U.S.C. 2646*

AHERA Asbestos Building Inspector Refresher Course

*as approved by the State of Florida and the U.S.E.P.A. under 40 C.F.R. 763 (AHERA)
on 9/21/10 - 9/21/10 and passed the associated examination on 9/21/10
with a score of 70% or better
CM = 0.5*



Provider #: FL49-0001221
Course #: FL49-0004718

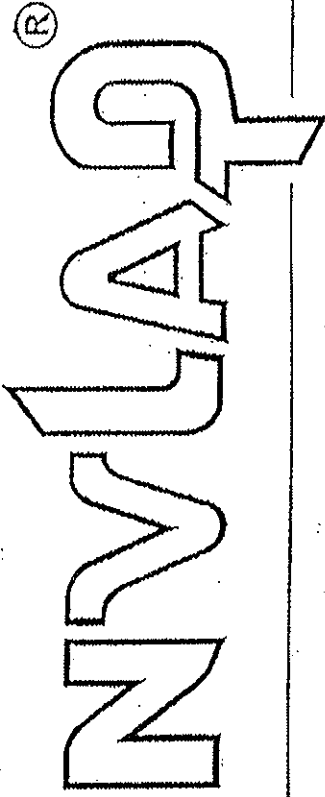
Soc. Sec #: XXX-XX-5232
Accreditation Expires: 9/21/11

Instructor
Dean Althage

President
Thomas Bradford Mayhew

META - P.O. Box 786 - Lawrence KS 66044 - 800-444-6382

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101775-0

American Asbestos Laboratories, Inc.
Tampa, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2010-04-01 through 2011-03-31

Effective dates



John A. Burrell

For the National Institute of Standards and Technology

AC# 5227070

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

SEQ# L10092501299

DATE	BAICHNUMBER	LICENSE NBR
09/25/2010	100120327	DD0000010

The ASBESTOS CONSULTANT
Named below IS LICENSED
Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2012

COTTRELL, DANIEL JOSEPH
6367 SW 44 ST
MIAMI

FL 33155-5142

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM
SECRETARY



ENVIRONMENTAL SERVICES, LLC

**LIMITED
LEAD-BASED PAINT INSPECTION REPORT**

FOR

**KEY WEST CITY HALL BUILDING
525 ANGELA STREET & 604 SIMONTON STREET
KEY WEST, FLORIDA**

Prepared for

PBSJ
2001 NW 107 AVENUE
KEY WEST, FLORIDA 33172

ATTENTION: MR. MARK HENRY

Prepared by

Hiram A. Aguiar
EPA Lead Inspector Certificate #FL-I-9781-2



EE&G Environmental Services, LLC
14505 Commerce Way, Suite 400
Miami, Florida 33016
(305) 374-8300

October 20, 2010
EE&G Project No. 2010-2502LBP

CONTENTS

<u>Section</u>	<u>Page</u>
1.0 - INTRODUCTION.....	1
1.1 INTRODUCTION	1
1.2 OWNER INFORMATION.....	1
1.3 EDUCATIONAL MATERIALS	1
2.0 – BUILDING DESCRIPTION.....	2
3.0 - METHODS AND LIMITATIONS.....	3
3.1 XRF METHODS.....	3
3.2 LIMITATIONS	3
4.0 - INSPECTION FINDINGS.....	5
4.1 XRF TESTING RESULTS.....	5
5.0 - RECOMMENDATIONS.....	6
5.1 RECOMMENDATIONS FOR LEAD-BASED PAINT.....	6
5.2 DISCLOSURE OF LBP HAZARDS.....	7
6.0 - SIGNATURE PAGE	8

APPENDICES

- APPENDIX A Renovate Right-Important Lead Hazard for Families, Child Care Providers, and Schools
- APPENDIX B XRF Testing Data
- APPENDIX C Photographs
- APPENDIX D Property Records
- APPENDIX E Certificates

SECTION 1.0

INTRODUCTION

1.1 INTRODUCTION

At the request of the PBS&J (hereafter referred to as the Owner), EE&G Environmental Services, LLC (EE&G) conducted a limited Lead-Based Paint (LBP) inspection of the City Hall building and adjacent Annex building located at 525 Angela Street and 604 Simonton Street, Key West, Florida on October 13, and 14, 2010 by Environmental Protection Agency (EPA) Lead-Based Paint Inspector Hiram Aguiar of EE&G. EE&G's scope of work for this project consisted of evaluating the subject facility utilizing an X-Ray Fluorescence (XRF) instrument to assess for lead concentrations in selected painted building components.

1.2 OWNER INFORMATION

CITY OF KEY WEST FLA
PO BOX 1409
KEY WEST, FLORIDA 33041

1.3 EDUCATIONAL MATERIALS

A copy of *Renovate Right: Important Lead Hazard for Families, Child Care Providers, and Schools* has been provided in Appendix A of this report. Federal law requires that individuals receive certain information before renovating more than two square feet of painted surfaces in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child-care facilities, including preschools and kindergarten classrooms, and the families of children under the age of six that attend those facilities: renovators must provide a copy of this pamphlet to child-care facilities and general renovation information to families whose children attend those facilities.

Federal law requires contractors that disturb lead-based paint in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Contractors must provide certification prior to renovations.

SECTION 2.0**BUILDING DESCRIPTION****KEY WEST CITY HALL BUILDING AND ANNEX BUILDING**

The two-story school buildings were observed to be constructed primarily of concrete, steel, and wood; interior walls were observed to be finished with plaster and drywall, ceilings were observed to be finished with drywall and laid-in ceiling tiles. Floors were observed to be finished with vinyl floor tile, carpet, and ceramic tile. The heating, ventilation, and air-conditioning system was covered with fiberglass insulation. Plumbing components were located behind walls or above hard ceilings. Painting history was not available at the time of the inspection.

SECTION 3.0

METHODS AND LIMITATIONS

3.1 XRF METHODS

The limited inspection was performed based on a modified version of the protocol established in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" by the Department of Housing and Urban Development (HUD) in June 1995. A portable spectrum analyzing XRF instrument manufactured by Niton Corporation was utilized to perform a limited LBP inspection of interior and exterior painted building components of the structures located at the subject property. The XRF serial number was 7494, and last date of calibration was April 1, 2010.

The XRF instrument performs a self-calibration test on startup. The calibration was then verified using a known standard from the United States Department of Commerce National Institute of Standards and Technology (NIST). QA/QC measurements were taken with the Level III (1.04 mg/cm²) NIST standard at the beginning and end of the inspection. XRF test results expressed lead concentrations in milligram per square centimeter (mg/cm²). The results were stored in the XRF for later retrieval in a spreadsheet format.

XRF testing locations, or testing combinations, were determined on site by an EPA Certified Lead-Based paint Inspector and the following factors; location (e.g. Building, Floor, Unit, Room), component (e.g. Wall, Ceiling, Door, Door Frame, Baseboard, etc.), substrate (e.g. Drywall, Concrete, Wood, Metal, etc.), and painting history (if available). An XRF reading was obtained from selected testing combinations.

3.2 LIMITATIONS

The limited inspection was conducted to assess selected painted building components for the presence of lead. Because of limitations in access this inspection can not be utilized as a Lead-Based Paint Inspection as defined in the HUD Guidelines, that is beyond the intent and scope of this limited inspection. The inspected areas are assumed to be representative of the materials used throughout the facility. This limited inspection report has been prepared by EE&G in a manner consistent with industry standards exercised by members of the profession practicing under similar conditions. No other warranty, expressed or implied is made. Under no circumstances is this limited inspection report to be utilized as a bid proposal or a project specification document, as this is not its intent. The intent of this inspection report is to assist the client in assessing for lead in selected painted building components.

EPA and HUD define lead-based paint (LBP) as; paint or other coatings that contain lead at or greater than the level of 1.0 mg/cm² or 0.5% by weight; however, the US Department of Labor's Occupational Safety and Health Administration (OSHA) lead regulation, 29 CFR 1926.62, does not recognize a concentration of lead in paint that may be safe for workers therefore, measurable amounts of lead are considered to be a potential source of exposure. This assessment can be utilized to identify building components that contain lead. However, as

OSHA does not recognize the absence of lead through XRF, this assessment can not be utilized for establishing that coatings are lead-free for purposes of OSHA compliance.

EE&G's interpretations and recommendations are based upon the results of the XRF testing, environmental regulations, and quality control and assurance standards. The results, conclusions, and recommendations contained in this report pertain to conditions observed at the time of the inspection. Other conditions elsewhere at the subject facility may differ from those in the inspected locations and, such conditions are unknown, may change over time, and have not been considered.

This report was prepared solely for the use of EE&G's client, and is not intended for use by third party beneficiaries. The client shall indemnify and hold EE&G harmless against any liability for any loss arising out of or relating to reliance by any third party on any work performed there under, or the contents of this report. EE&G will not be held responsible for the interpretation or use by others of data developed pursuant to the compilation of this report, or for use of segregated portions of this report.

SECTION 4.0

INSPECTION FINDINGS

4.1 XRF TESTING RESULTS

EPA and HUD define lead-based paint (LBP) as; paint or other coatings that contain lead at or greater than the level of 1.0 mg/cm² by XRF measurement or 0.5% by weight by Flame AAS. The following components were identified as LBP during this inspection:

DESCRIPTION:	Metal door jambs/casing
LOCATION:	City hall building
Flame AAS Results	1.2 % and 0.59 %

Testing combinations, XRF and Flame AAS lab results are presented in Appendix B. Additional amount of these LBP components may be located in other areas of this facility.

SECTION 5.0

RECOMMENDATIONS

5.1 RECOMMENDATIONS FOR LEAD-BASED PAINT

If the structure is to be demolished:

Prior to demolition, a “wastestream characterization” should be performed on the structure. This waste stream must be characterized by a Toxic Characteristic Leachate Procedure (TCLP) test. The EPA requires TCLP testing to determine if the waste is considered either hazardous (and must be disposed of in a special disposal site) or is nonhazardous, and may be disposed of in a standard landfill. For some materials such as steel and mostly metal components, recycling at a certified recycling facility is another alternative to including these components as a representative fraction of the waste stream characterization. Finally, baseline representative soil samples should be collected from each address/lot on the properties to establish a background “Lead-in Soil” concentration for future post-demolition comparison.

During demolition and disposal operations:

To comply with OSHA lead regulation 29 CFR 1926.62, the paint chip laboratory analysis (Flame AAS, Method SW 846, 7420) results should be made available to any personnel that will conduct demolition operations of this structure. This regulation considers paint that contains any amount of lead to be lead-based paint and mandates protective measures any time a demolition project involves the disturbance of LBP components in such a way as to cause airborne emissions of lead particulate (torching, disc sanding, etc.). These protective measures include: personnel protection (respirators, protective suits, etc...), engineering controls and personnel air monitoring until results of the personnel monitoring indicate airborne lead concentrations below the Permissible Exposure Limit (PEL) of fifty (50) micrograms per cubic meter as an eight-hour time weighted average (TWA). In lieu of the above protective measures, demolition personnel may provide objective historical data from previous similar projects to demonstrate that the PEL for lead will not be exceeded.

After demolition, razing, and disposal operations:

At completion of demolition/razing/disposal of the structure down to grade, final representative soil samples should be collected from each address/lot to determine a final background “Lead - in Soil” concentration that should be below EPA/HUD and/or Florida DEP guidelines for Affordable Housing. If levels exceed EPA/HUD and/or Florida DEP guidelines, some soil remediation may be required to eliminate contaminated soil. Additional round(s) of confirmatory testing will then be required to clear this area.

5.2 DISCLOSURE OF LBP HAZARDS

The Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X, Section 1018 requires the disclosure to the purchaser or lessee of any known information on lead-based paint or lead-based paint hazards and provide to the purchaser or lessee any lead hazard evaluation reports available prior to the sale or lease of most housing built prior to 1978.

EE&G appreciates the opportunity to assist you with this project. Please contact us with any questions or comments regarding this report at (305) 374-8300

SECTION 6.0

SIGNATURE PAGE

Submitted by



Hiram Aguiar
EPA Lead-Based Paint Inspector, EE&G

Reviewed by



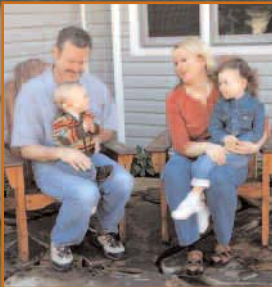
Daniel J. Cottrell, Ph.D., P.G.
Senior Technical Advisor, EE&G
EPA Lead-Based Paint Risk Assessor

APPENDIX A

**RENOVATE RIGHT
EPA PAMPHLET**

Renovate Right

Important Lead Hazard
Information for Families,
Child Care Providers
and Schools



It's the Law!

Federal law requires that individuals receive certain information before renovating more than two square feet of painted surfaces in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under the age of six that attend those facilities: renovators must provide a copy of this pamphlet to child-care facilities and general renovation information to families whose children attend those facilities.

Also, beginning April 2010, federal law will require contractors that disturb lead-based paint in homes, child care facilities and schools, built before 1978 to be certified and follow specific work practices to prevent lead contamination. Therefore beginning in April 2010, ask to see your contractor's certification.

Renovating, Repairing, or Painting?



- Is your home, your building, or the child care facility or school your children attend, being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school your children under age 6 attend, built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the childcare facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb lead-based paint can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

Who Should Read This Pamphlet?

This pamphlet is for you if you:

- Reside in a home built before 1978,
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six who attends a child care facility built before 1978.

You will learn:

- Basic facts about lead and your health,
- How to choose a contractor, if you are a property owner,
- What tenants, and parents/guardians of a child in a child care facility or school should consider,
- How to prepare for the renovation or repair job,
- What to look for during the job and after the job is done,
- Where to get more information about lead.

This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **“Do-it-yourself” projects.** If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.



Lead and Your Health

Lead is especially dangerous to children under six years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetus.

Lead gets into the body when it is swallowed or inhaled.

- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush or blast or otherwise disturb lead-based paint risk unsafe exposure to lead.

What should I do if I am concerned about my family's exposure to lead?

- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb lead-based paint.
- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.

For more information about the health effects of exposure to lead, visit the EPA lead website at www.epa.gov/lead/pubs/leadinfo.htm or call 1-800-424-LEAD (5323).



There are other things you can do to protect your family everyday.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering house.

Where Does the Lead Come From?

Dust is the main problem. The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and windowsills into the body.

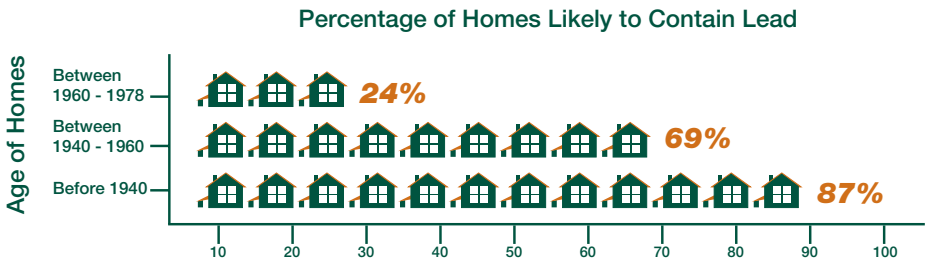
Home renovation creates dust. Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust. The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead. Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information on these sources.



Checking Your Home for Lead-Based Paint



Older homes, child care facilities, and schools are more likely to contain lead-based paint. Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead. Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You or your contractor may also test for lead using a lead test kit. Test kits must be EPA-approved and are available at hardware stores. They include detailed instructions for their use.

You can hire a certified professional to check for lead-based paint. These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at **1-800-424-LEAD (5323)**.

For Property Owners

You have the ultimate responsibility for the safety of your family, tenants, or children in your care. This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Beginning April 2010, federal law will require that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination.

Until contractors are required to be certified, make sure your contractor can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask if the contractor is aware of the lead renovation rules. For example, contractors are required to provide you with a copy of this pamphlet before beginning work. A sample pre-renovation disclosure form is provided at the back of this pamphlet. Contractors may use this form to make documentation of compliance easier.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- Even before contractors are required to be certified you should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices should be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

Once these practices are required, if you think a worker is failing to do what they are supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with the contract requirements,
- Call your local health or building department, or
- Call EPA's hotline **1-800-424-LEAD (5323)**.

For Tenants, and Families of Children Under Age Six in Child Care Facilities and Schools

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Beginning April 2010, federal law will require that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities and schools built before 1978 that a child under age six visits regularly to be certified and follow specific work practices to prevent lead contamination.

The law will require anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.



Once these practices are required, if you think a worker is failing to do what they are supposed to do or is doing something that is unsafe, you should:

- Contact your landlord,
- Call your local health or building department, or
- Call EPA's hotline **1-800-424-LEAD (5323)**.

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the more stringent requirements of HUD's Lead-safe Housing Rule and the ones described in this pamphlet.

Preparing for a Renovation

The work areas should not be accessible to occupants while the work occurs. The rooms or areas where work is being done may be blocked off or sealed with plastic sheeting to contain any dust that is generated. The contained area will not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. You will not have access to some areas and should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they, too, can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside, in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is done. Items that can't be moved, such as cabinets, should be wrapped in heavy duty plastic.
- To turn off forced-air heating and air conditioning systems while work is done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or parts of the work are being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



During the Work

Beginning April 2010, federal law will require contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb lead-based paint to be certified and follow specific work practices to prevent lead contamination.

Even before contractors are required to be certified and follow specific work practices, the contractor should follow these three simple procedures, described below:

1. Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.

These will help prevent dust or debris from getting outside the work area.

2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives. Some methods generate large amounts of lead-contaminated dust and should not be used. They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area should be re-cleaned.



For Property Owners: After the Work is Done

When all the work is finished, you will want to know if your home, child care facility, or school has been cleaned up properly. Here are some ways to check.

Even before contractors are required to be certified and follow specific work practices, you should:

Ask about your contractor's final cleanup check. Remember, lead dust is often invisible to the naked eye. It may still be present even if you cannot see it. The contractor should use disposable cleaning cloths to wipe the floor of the work area and compare them to a cleaning verification card to determine if the work area was adequately cleaned.

To order a cleaning verification card and detailed instructions visit the EPA lead website at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD (5323)** or visit their website at www.epa.gov/lead/nlic.htm.

You also may choose to have a lead-dust test. Lead-dust tests are wipe samples sent to a laboratory for analysis.

- You can specify in your contract that a lead-dust test will be done. In this case, make it clear who will do the testing.
- Testing should be done by a lead professional.

If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the lab for analysis.

Contact the National Lead Information Center at **1-800-424-LEAD (5323)** for lists of qualified professionals and EPA-recognized lead labs.

If your home, child care facility, or school fails the dust test, the area should be re-cleaned and tested again.

Where the project is done by contract, it is a good idea to specify in the contract that the contractor is responsible for re-cleaning if the home, child care facility, or school fails the test.



For Additional Information

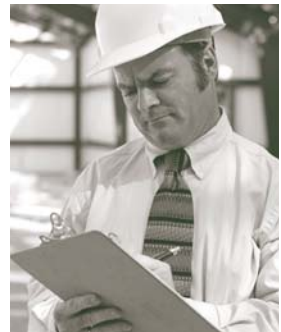
You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or childcare facility.

■ The **National Lead Information Center** at **1-800-424-LEAD (5323)** or **www.epa.gov/lead/nlic.htm** can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your State or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.

■ The **National Lead Information Center** can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at **www.epa.gov/lead/pubs/brochure.htm**.

- Lead Paint Safety, a Field Guide for Painting, Home Maintenance, and Renovation Work
- Reducing Lead Hazards When Remodeling Your Home
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide



For the hearing impaired, call the **Federal Information Relay Service** at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Contacts

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at www.epa.gov/lead.

Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6769

Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-5000

Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303-8960
(404) 562-9900

Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507
(312) 886-6003

Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue,
12th Floor
Dallas, TX 75202-2733
(214) 665-6444

Region 7

(Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 300
Denver, CO 80202-2466
(303) 312-6312

Region 9

(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10

(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

Other Federal Agencies

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC

4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
www.cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
www.cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes
and Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
www.hud.gov/offices/lead/



Current Sample Pre-Renovation Form

Effective until April 2010.

Confirmation of Receipt of Lead Pamphlet

- I have received a copy of the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed name of recipient

Date

Signature of recipient

Self-Certification Option (for tenant-occupied dwellings only) —

If the lead pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Refusal to sign** — I certify that I have made a good faith effort to deliver the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*, to the rental dwelling unit listed below at the date and time indicated and that the occupant refused to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** — I certify that I have made a good faith effort to deliver the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care providers and Schools*, to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door.

Printed name of person certifying

Attempted delivery
date and time
lead pamphlet delivery

Signature of person certifying lead pamphlet delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation (Document with a certificate of mailing from the post office).



Future Sample Pre-Renovation Form

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

- I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Owner-occupant Opt-out Acknowledgment

- (A) I confirm that I own and live in this property, that no child under the age of 6 resides here, that no pregnant woman resides here, and that this property is not a child-occupied facility.

Note: A child resides in the primary residence of his or her custodial parents, legal guardians, foster parents, or informal caretaker if the child lives and sleeps most of the time at the caretaker's residence.

Note: A child-occupied facility is a pre-1978 building visited regularly by the same child, under 6 years of age, on at least two different days within any week, for at least 3 hours each day, provided that the visits total at least 60 hours annually.

If Box A is checked, check either Box B or Box C, but not both.

- (B) I request that the renovation firm use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule; or
- (C) I understand that the firm performing the renovation will not be required to use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left). _____

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

Note: This form is not effective until April 2010.



1-800-424-LEAD (5323)
www.epa.gov/lead

EPA-740-F-08-002
March 2008



APPENDIX B
XRF TESTING DATA

**KEY WEST CITY HALL COMPLEX
CITY HALL BUILDING 525 ANGELA**

Reading No	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Pb mg/cm2
1										1.94
2	CALIBRATE	WOOD		INTACT	ORANGE				Positive	1.1
3	WALL	CONCRETE	A E	INTACT	BEIGE	JPCH 525		OUTSIDE	Negative	0
4	WALL	CONCRETE	A E	INTACT	BEIGE	JPCH 525		OUTSIDE	Negative	0
5	WALL	CONCRETE	B	INTACT	BEIGE	JPCH 525		OUTSIDE	Negative	0.01
6	WALL	CONCRETE	B	INTACT	BEIGE	JPCH 525		OUTSIDE	Negative	0
7	WALL	CONCRETE	C	INTACT	BEIGE	JPCH 525		OUTSIDE	Negative	0
8	WALL	CONCRETE	C	INTACT	BEIGE	JPCH 525		OUTSIDE	Negative	0
9	WALL	CONCRETE	C	INTACT	BEIGE	JPCH 525		OUTSIDE	Negative	0.01
10	WALL	CONCRETE	D	INTACT	BEIGE	JPCH 525		OUTSIDE	Negative	0
11	WALL	CONCRETE	D	INTACT	BEIGE	JPCH 525		OUTSIDE	Negative	0
12	DOOR	METAL	D	INTACT	WHITE	JPCH 525		OUTSIDE	Negative	0
13	DOOR JAMB	WOOD	D	INTACT	WHITE	JPCH 525		OUTSIDE	Negative	0
14	DOOR JAMB	WOOD	C	PEELING	WHITE	JPCH 525		OUTSIDE	Negative	0.5
15	DOOR JAMB	METAL	C	PEELING	WHITE	JPCH 525		OUTSIDE	Negative	0.3
16	DOOR	METAL	C	PEELING	WHITE	JPCH 525		OUTSIDE	Negative	0.5
17	DOOR	METAL	C	PEELING	WHITE	JPCH 525		OUTSIDE	Negative	0
18	DOOR JAMB	WOOD	C	PEELING	WHITE	JPCH 525		OUTSIDE	Negative	0
19	DOOR	METAL	A	PEELING	WHITE	JPCH 525		OUTSIDE	Negative	0
20	DOOR	WOOD	A	PEELING	WHITE	JPCH 525		OUTSIDE	Negative	0
21	DOOR JAMB	METAL	A	PEELING	WHITE	JPCH 525		OUTSIDE	Null	1
22	DOOR JAMB	METAL	A	PEELING	WHITE	JPCH 525		OUTSIDE	Null	1.1
23	DOOR JAMB	METAL	A	PEELING	WHITE	JPCH 525		OUTSIDE	Negative	0
24	WALL	PLASTER	A	PEELING	WHITE	JPCH 525	FIRST	CLERKS LOBBY	Negative	0
25	WALL	PLASTER	B	INTACT	WHITE	JPCH 525	FIRST	CLERKS LOBBY	Negative	0.01
26	WALL	PLASTER	C	INTACT	WHITE	JPCH 525	FIRST	CLERKS LOBBY	Negative	0.05
27	WINDOW F	PLASTER	A	INTACT	GREEN	JPCH 525	FIRST	CLERKS LOBBY	Negative	0
28	WINDOW S	PLASTER	A	INTACT	GREEN	JPCH 525	FIRST	CLERKS LOBBY	Negative	0
29	WINDOW S	WOOD	A	INTACT	GREEN	JPCH 525	FIRST	CLERKS LOBBY	Negative	0
30	WINDOW P	WOOD	A	INTACT	GREEN	JPCH 525	FIRST	CLERKS LOBBY	Negative	0.1
31	DOOR	WOOD	D	INTACT	GREEN	JPCH 525	FIRST	CLERKS OFF	Negative	0.29
32	DOOR JAMB	METAL	D	INTACT	GREEN	JPCH 525	FIRST	CLERKS OFF	Negative	0.7
33	WALL	WOOD	A	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF	Negative	0
34	WALL	WOOD	C	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF	Negative	0
35	WINDOW F	WOOD	C	INTACT	GREEN	JPCH 525	FIRST	CLERKS OFF	Negative	0.08
36	EL PANEL SHL	WOOD	A	INTACT	GREEN	JPCH 525	FIRST	CLERKS OFF	Negative	0
37	DOOR	WOOD	D	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF	Negative	0
38	DOOR JAMB	METAL	D	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF	Null	1
39	DOOR JAMB	METAL	D	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF	Null	0.9
40	DOOR JAMB	METAL	C	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF	Negative	0.6
41	DOOR JAMB	METAL	C	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF	Negative	0.6
42	DOOR JAMB	METAL	C	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF FILE RM	Negative	0.7
43	WINDOW S	WOOD	A	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF NE	Negative	0
44	WINDOW F	WOOD	A	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF NE	Negative	0
45	BASEBOARD	WOOD	A	INTACT	WHITE	JPCH 525	FIRST	CLERKS OFF NE	Negative	0
46	WALL	CONCRETE	A	INTACT	GREEN	JPCH 525	FIRST	CLERKS OFF SAFE RM	Negative	0
47	WALL	DRYWALL	A	INTACT	WHITE	JPCH 525	FIRST	CLERKS STORAGE BLDG	Negative	0
48	WALL	DRYWALL	C	INTACT	WHITE	JPCH 525	FIRST	CLERKS STORAGE BLDG	Negative	0
49	DOOR	METAL	A	INTACT	WHITE	JPCH 525	FIRST	CLERKS STORAGE BLDG	Negative	0.01
50	DOOR JAMB	METAL	A	INTACT	WHITE	JPCH 525	FIRST	CLERKS STORAGE BLDG	Negative	0.01
51	DOOR	METAL	D	INTACT	GREEN	JPCH 525	FIRST	HR	Negative	0.01
52	WINDOW F	METAL	D	INTACT	GREEN	JPCH 525	FIRST	HR	Negative	0.3
53	WALL	PLASTER	A	INTACT	WHITE	JPCH 525	FIRST	HR	Negative	0.24
54	WALL	PLASTER	C	INTACT	WHITE	JPCH 525	FIRST	HR	Negative	0.19
55	DOOR	WOOD	A	INTACT	GREEN	JPCH 525	FIRST	HR DIR OFF	Negative	0
56	DOOR JAMB	WOOD	A	INTACT	GREEN	JPCH 525	FIRST	HR DIR OFF	Negative	0
57	DOOR JAMB	WOOD	A	INTACT	PINK	JPCH 525	FIRST	HR DIR OFF	Negative	0
58	WALL	PLASTER	A	INTACT	PINK	JPCH 525	FIRST	HR DIR OFF	Negative	0.17
59	WALL	PLASTER	A	INTACT	PINK	JPCH 525	FIRST	HR DIR OFF	Negative	0.16
60	BASEBOARD	WOOD	A	INTACT	PINK	JPCH 525	FIRST	HR DIR OFF	Negative	0
61	WALL	PLASTER	A	INTACT	WHITE	JPCH 525	FIRST	PI OFF	Negative	0.01
62	WALL	PLASTER	C	INTACT	WHITE	JPCH 525	FIRST	PI OFF	Negative	0.01
63	DOOR	WOOD	C	INTACT	GREEN	JPCH 525	FIRST	PI OFF	Negative	0
64	DOOR JAMB	WOOD	C	INTACT	GREEN	JPCH 525	FIRST	PI OFF	Negative	-0.03
65	DOOR	METAL	A	INTACT	GREEN	JPCH 525	FIRST	PI OFF	Null	0.6
66	DOOR	METAL	A	INTACT	GREEN	JPCH 525	FIRST	PI OFF	Negative	0.5

**KEY WEST CITY HALL COMPLEX
CITY HALL BUILDING 525 ANGELA**

Reading No	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Pb	
									Results	mg/cm2
67	DOOR JAMB	METAL	A	INTACT	GREEN	JPCH 525	FIRST	PI OFF	Negative	0.11
68	FIRE HOSE BC	METAL	C	INTACT	RED	JPCH 525	FIRST	PI OFF	Negative	0.07
69	WALL	PLASTER	C	INTACT	WHITE	JPCH 525	FIRST	CONF RM	Negative	0.01
70	WALL	PLASTER	A	INTACT	WHITE	JPCH 525	FIRST	CONF RM	Negative	0.02
71	DOOR	WOOD	C	INTACT	PINK	JPCH 525	FIRST	CONF RM	Negative	-0.52
72	DOOR JAMB	WOOD	C	INTACT	YELLOW	JPCH 525	FIRST	CONF RM	Negative	0.11
73	WALL	PLASTER	C	INTACT	YELLOW	JPCH 525	FIRST	CONF RM	Negative	0.04
74	CEILING	PLASTER	C	INTACT	WHITE	JPCH 525	FIRST	CONF RM	Negative	0
75	CEILING	PLASTER	C	INTACT	WHITE	JPCH 525	FIRST	CONF RM	Negative	0
76	WALL	DRYWALL	C	INTACT	WHITE	JPCH 525	SECOND	CITY MANAGER OFF	Negative	0
77	WALL	DRYWALL	B	INTACT	WHITE	JPCH 525	SECOND	CITY MANAGER OFF	Negative	0
78	BASEBOARD	WOOD	B	INTACT	GREEN	JPCH 525	SECOND	CITY MANAGER OFF	Negative	0.01
79	DOOR	WOOD	A	INTACT	GREEN	JPCH 525	SECOND	CITY MANAGER OFF	Negative	0
80	DOOR JAMB	METAL	A	INTACT	GREEN	JPCH 525	SECOND	CITY MANAGER OFF	Negative	0.02
81	WALL	DRYWALL	C	INTACT	WHITE	JPCH 525	SECOND	CITY MANAGER CONF RM	Negative	0
82	WALL	DRYWALL	B	INTACT	WHITE	JPCH 525	SECOND	CITY MANAGER CONF RM	Negative	0.01
83	CLOSET D	WOOD	C	INTACT	GREEN	JPCH 525	SECOND	CITY MANAGER CONF RM	Negative	0
84	BASEBOARD	WOOD	C	INTACT	GREEN	JPCH 525	SECOND	CITY MANAGER CONF RM	Negative	0
85	WALL	DRYWALL	C	INTACT	WHITE	JPCH 525	SECOND	CITY MANAGER OFF	Negative	0
86	WALL	DRYWALL	D	INTACT	WHITE	JPCH 525	SECOND	CITY MANAGER OFF	Negative	0
87	WALL	PLASTER	B	INTACT	WHITE	JPCH 525	SECOND	LOBBY	Negative	0.01
88	WALL	PLASTER	A	INTACT	YELLOW	JPCH 525	SECOND	MAYOR COMM OFF	Negative	0
89	WALL	PLASTER	C	INTACT	YELLOW	JPCH 525	SECOND	MAYOR COMM OFF	Negative	0
90	DOOR JAMB	METAL	C	INTACT	WHITE	JPCH 525	SECOND	MAYOR COMM OFF	Null	1.1
91	DOOR JAMB	METAL	C	INTACT	WHITE	JPCH 525	SECOND	MAYOR COMM OFF	Null	1.1
92	DOOR JAMB	METAL	C	INTACT	WHITE	JPCH 525	SECOND	MAYOR COMM OFF	Null	1
93	WINDOW F	WOOD	A	INTACT	YELLOW	JPCH 525	SECOND	MAYOR COMM OFF	Negative	0
94	WINDOW S	WOOD	A	INTACT	YELLOW	JPCH 525	SECOND	MAYOR COMM OFF	Negative	0
95	WINDOW	METAL	A	INTACT	WHITE	JPCH 525	SECOND	MAYOR COMM OFF	Negative	0
96	WINDOW	METAL	A	INTACT	WHITE	JPCH 525	SECOND	MAYOR COMM OFF	Negative	0
97	DOOR JAMB	WOOD	C	INTACT	YELLOW	JPCH 525	SECOND	MAYOR COMM OFF	Negative	0
98	DOOR JAMB	METAL	D	INTACT	GREEN	JPCH 525	SECOND	AHR	Negative	0.17
99	DOOR	METAL	D	INTACT	GREEN	JPCH 525	SECOND	AHR	Negative	0.4
100	WALL	CONCRETE	D	INTACT	WHITE	JPCH 525	SECOND	AHR	Negative	0
101	WALL	CONCRETE	C	INTACT	WHITE	JPCH 525	SECOND	AHR	Negative	0
102	PIPES	METAL	C	INTACT	GREY	JPCH 525	SECOND	AHR	Negative	0
103	DOOR	WOOD	D	INTACT	WHITE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	0
104	DOOR JAMB	METAL	D	INTACT	WHITE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	-0.07
105	WALL	DRYWALL	A	INTACT	WHITE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	0
106	WALL	DRYWALL	A	INTACT	WHITE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	0.01
107	BASEBOARD	WOOD	A	INTACT	WHITE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	0
108	DOOR	WOOD	D	INTACT	WHITE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	0
109	DOOR JAMB	WOOD	D	INTACT	WHITE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	-0.82
110	DOOR JAMB	WOOD	D	INTACT	WHITE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	0
111	WALL	DRYWALL	C	INTACT	BEIGE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	0
112	WALL	DRYWALL	B	INTACT	BEIGE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	0
113	BASEBOARD	WOOD	B	INTACT	WHITE	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	0
114	WALL	DRYWALL	D	INTACT	GREEN	JPCH 525	SECOND	CITY ATTORNEY OFF	Negative	0
115	CALIBRATE	WOOD		INTACT	ORANGE				Positive	1.1

A= EAST

B = SOUTH

C = WEST

D = NORTH

**KEY WEST CITY HALL COMPLEX
ANNEX BUILDING 604 SIMONTON**

Reading No	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Pb mg/cm2
116										1.75
117	CALIBRATE	WOOD		INTACT	ORANGE				Positive	1.1
118	WALL	CONCRETE	A N	INTACT	PINK	604 SIMONTON	SECOND	OUTSIDE	Negative	0
119	WALL	CONCRETE	C	INTACT	PINK	604 SIMONTON	SECOND	OUTSIDE	Negative	0
120	DOOR	METAL	C	INTACT	PINK	604 SIMONTON	SECOND	OUTSIDE	Negative	0
121	DOOR J	METAL	C	INTACT	PINK	604 SIMONTON	SECOND	OUTSIDE	Negative	0.02
122	DOOR J	METAL	C	INTACT	WHITE	604 SIMONTON	SECOND	OUTSIDE	Negative	0.04
123	WALL	WOOD	C	INTACT	BLUE	604 SIMONTON	SECOND	OFFICES S	Negative	0
124	WALL	WOOD	B	INTACT	BLUE	604 SIMONTON	SECOND	OFFICES S	Negative	0
125	BASEBOARD	WOOD	B	INTACT	WHITE	604 SIMONTON	SECOND	OFFICES S	Negative	0
126	WINDOW S	WOOD	B	INTACT	BLUE	604 SIMONTON	SECOND	OFFICES S	Negative	0
127	SHELF	WOOD	A	INTACT	BLUE	604 SIMONTON	SECOND	OFFICES S	Negative	0
128	WINDOW TRIM	WOOD	B	INTACT	BLUE	604 SIMONTON	SECOND	OFFICES S	Negative	0.01
129	DOOR	WOOD	D	INTACT	WHITE	604 SIMONTON	SECOND	OFFICES S	Negative	0
130	DOOR J	WOOD	D	INTACT	WHITE	604 SIMONTON	SECOND	OFFICES S	Negative	0
131	DOOR F	WOOD	D	INTACT	WHITE	604 SIMONTON	SECOND	OFFICES S	Negative	0
132	WALL	WOOD	D	INTACT	BLUE	604 SIMONTON	SECOND	HALLWAY	Negative	0
133	WALL	WOOD	D	INTACT	BLUE	604 SIMONTON	SECOND	HALLWAY	Negative	0
134	WALL	WOOD	B	INTACT	BLUE	604 SIMONTON	SECOND	HALLWAY	Negative	0
135	WALL	WOOD	B	INTACT	BLUE	604 SIMONTON	SECOND	HALLWAY	Negative	0
136	BASEBOARD	WOOD	B	INTACT	WHITE	604 SIMONTON	SECOND	HALLWAY	Negative	0
137	BASEBOARD	WOOD	D	INTACT	WHITE	604 SIMONTON	SECOND	HALLWAY	Negative	0
138	WINDOW S	WOOD	D	INTACT	WHITE	604 SIMONTON	SECOND	HALLWAY	Negative	0
139	WALL	DRYWALL	B	INTACT	BLUE	604 SIMONTON	SECOND	BATHROOM M	Negative	0
140	WALL	DRYWALL	C	INTACT	BLUE	604 SIMONTON	SECOND	BATHROOM M	Negative	0
141	WALL	WOOD	B	INTACT	BEIGE	604 SIMONTON	SECOND	BATHROOM M	Negative	0
142	WALL	WOOD	B	INTACT	RED	604 SIMONTON	SECOND	BATHROOM M	Negative	0
143	WALL	WOOD	B	INTACT	YELLOW	604 SIMONTON	SECOND	BATHROOM M	Negative	0
144	BASEBOARD	WOOD	B	INTACT	WHITE	604 SIMONTON	SECOND	OFFICES	Negative	0
145	BULLETIN B	WOOD	D	INTACT	WHITE	604 SIMONTON	SECOND	OFFICES	Negative	0.02
146	WALL	WOOD	A	INTACT	BLUE	604 SIMONTON	SECOND	OFFICES N	Negative	0
147	WALL	WOOD	B	INTACT	BLUE	604 SIMONTON	SECOND	OFFICES N	Negative	0
148	WALL	WOOD	D	INTACT	BLUE	604 SIMONTON	SECOND	OFFICES N	Negative	0
149	WALL	WOOD	C	INTACT	GREEN	604 SIMONTON	SECOND	OFFICES N	Negative	0
150	WINDOW S	WOOD	D	INTACT	GREEN	604 SIMONTON	SECOND	OFFICES N	Negative	0
151	WINDOW F	WOOD	D	INTACT	WHITE	604 SIMONTON	SECOND	OFFICES N	Negative	0
152	BASEBOARD	WOOD	D	INTACT	WHITE	604 SIMONTON	SECOND	OFFICES N	Negative	0
153	WALL	CONCRETE	C	INTACT	PINK	604 SIMONTON	FIRST	OUTSIDE	Negative	0
154	DOOR	WOOD	C	PEELING	PINK	604 SIMONTON	FIRST	OUTSIDE	Negative	0
155	DOOR J	METAL	C	PEELING	PINK	604 SIMONTON	FIRST	OUTSIDE	Negative	0.01
156	WALL	CONCRETE	B	PEELING	PINK	604 SIMONTON	FIRST	OUTSIDE	Null	0.01
157	WALL	CONCRETE	B	PEELING	PINK	604 SIMONTON	FIRST	OUTSIDE	Negative	0.01
158	WALL	CONCRETE	B	PEELING	PINK	604 SIMONTON	FIRST	OUTSIDE	Negative	0
159	WALL	CONCRETE	B	PEELING	PINK	604 SIMONTON	FIRST	OUTSIDE	Negative	0
160	WALL	CONCRETE	A	PEELING	PINK	604 SIMONTON	FIRST	OUTSIDE	Negative	0.02
161	WALL	CONCRETE	A	PEELING	PINK	604 SIMONTON	FIRST	OUTSIDE	Negative	0
162	WALL	CONCRETE	D	PEELING	PINK	604 SIMONTON	FIRST	OUTSIDE	Negative	0
163	WALL	CONCRETE	D	PEELING	PINK	604 SIMONTON	FIRST	OUTSIDE	Negative	0
164	WALL	WOOD	A	PEELING	BLUE	604 SIMONTON	FIRST	OFFICE ENT	Negative	0
165	WALL	WOOD	A	PEELING	BLUE	604 SIMONTON	FIRST	OFFICE ENT	Negative	0
166	WALL	WOOD	B	PEELING	BLUE	604 SIMONTON	FIRST	OFFICE ENT	Negative	0
167	WALL	WOOD	C	PEELING	BLUE	604 SIMONTON	FIRST	OFFICE ENT	Negative	0
168	WINDOW S	WOOD	C	PEELING	BLUE	604 SIMONTON	FIRST	OFFICE ENT	Negative	0
169	WINDOW F	WOOD	C	PEELING	BLUE	604 SIMONTON	FIRST	OFFICE ENT	Negative	0
170	DOOR	WOOD	B	PEELING	BROWN	604 SIMONTON	FIRST	OFFICE ENT	Negative	0
171	DOOR J	WOOD	B	PEELING	WHITE	604 SIMONTON	FIRST	OFFICE ENT	Negative	0
172	DOOR F	WOOD	B	PEELING	WHITE	604 SIMONTON	FIRST	OFFICE ENT	Negative	0
173	WALL	WOOD	B	INTACT	BEIGE	604 SIMONTON	FIRST	OFFICES S	Negative	0
174	WALL	WOOD	D	INTACT	BEIGE	604 SIMONTON	FIRST	OFFICES S	Negative	0
175	WINDOW S	WOOD	B	INTACT	BEIGE	604 SIMONTON	FIRST	OFFICES S	Negative	0
176	DOOR J	WOOD	D	INTACT	BEIGE	604 SIMONTON	FIRST	OFFICES S	Negative	0
177	DOOR J	WOOD	B	INTACT	BEIGE	604 SIMONTON	FIRST	OFFICES S	Negative	0
178	DOOR	WOOD	B	INTACT	WHITE	604 SIMONTON	FIRST	OFFICES S	Negative	0
179	WALL	DRYWALL	B	INTACT	BLUE	604 SIMONTON	FIRST	BATHROOM HALLWAY	Negative	0
180	CEILING	DRYWALL	B	INTACT	BLUE	604 SIMONTON	FIRST	BATHROOM HALLWAY	Negative	0
181	BASEBOARD	DRYWALL	C	INTACT	WHITE	604 SIMONTON	FIRST	BATHROOM HALLWAY	Negative	0
182	CALIBRATE	WOOD		INTACT	ORANGE	604 SIMONTON	FIRST	BATHROOM HALLWAY	Positive	1.2

A = EAST

B = SOUTH

C = WEST

D = NORTH



EMSL Analytical, Inc.

3 Cooper St., Westmont, NJ 08108

Phone: (856) 858-4800 Fax: (856) 858-9551 Email: westmontleadlab@emsl.com

Attn: **Hiram Aguiar**
EE & G
14505 Commerce Way
Suite 400
Miami Lakes, FL 33016

Customer ID: EEG50
Customer PO:
Received: 10/18/10 10:07 AM
EMSL Order: 201014505

Fax: Phone: (305) 374-8300

EMSL Proj:

Project: **2010-2502 / Former City of KW City Hall**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
1	0001 Site: FI-1 Ext. DJ at Stairwell Desc: White Paint		10/19/2010	1.2 % wt
2	0002 Site: Clerks Off. DJ Hall Ent. To Safe Desc: White Paint		10/19/2010	0.59 % wt

Initial report from

Shannon Kauffman, Lead Lab Supervisor
or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these sample results included in this report meet the method quality control requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities.

* slight modifications to methods applied Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted

Samples analyzed by EMSL Analytical, Inc. 3 Cooper St., Westmont NJ NJ-NELAP: 04653, AIHA-LAP, LLC. ELLAP Accreditation 100194

FOUNDER CITY OF KW CITY HALL
2010-2302

EMSL ANALYTICAL CHAIN OF CUSTODY **LEAD**

Date: _____ EMSL Representative: _____ Project Name/No.: _____ P.O.#: _____
 Company Name: EE&G EMSL-Bill to: Miami Office
 Street: 14505 Commerce Way, Ste 400 Street: _____
 Box #: _____ Box #: _____
 City/State: Miami, FL Zip: 33032 City/State: _____ Zip: _____
 Phone Results to: (Name) Hiram Aguiar Telephone: _____
 E-mail Results to: (Name) haguiar@eeandg.com Fax #: _____

MATRIX	METHOD	INSTRUMENT	RL (Reporting Limit)	TAT
<u>Lead Chips*</u>	SW846-7420, 3050B Mod. / AOAC (974.02)	Flame Atomic Absorption	0.01% ++	<u>24 hrs</u>
Lead Wastewater	SW846-7420	Flame Atomic Absorption	0.4 mg/l water	
Lead Soil +	or SW846-6010B	ICP	40 mg/kg (ppm) soil 0.1 mg/l water 10 mg/kg (ppm) soil	
Lead in Air***	NIOSH 7082 Mod.	Flame Atomic Absorption	4 ug/filter	
	or NIOSH 7300 Mod.	ICP	3.0 ug/filter	
Lead in Wipe ^ <i>List Wipe Type</i>	<input type="checkbox"/> -ASTM SW846-7420 / HUD Appendix 14.2 Digest.	Flame Atomic Absorption	10 ug/wipe	
	<input type="checkbox"/> -non ASTM or SW846-6010B	ICP	3.0 ug/wipe	
TCLP Lead **	SW846-1311/ 7420	Flame Atomic Absorption	0.4 mg/l (ppm)	
	or SW846-6010B	ICP	0.1 mg/l (ppm)	
STLC Lead (California) #	CA Title 22 66261.126 / SW846-7420	Flame Atomic Absorption	0.4 mg/l (ppm)	
	or SW846-6010B	ICP	0.1 mg/l (ppm)	
Lead in Air ****	NIOSH 7105 Mod.	Graphite Furnace Atomic Absorption	0.03 ug/filter	
Lead Wastewater	SW846-7421	Graphite Furnace Atomic Absorption	0.003 mg/l (ppm) water	
Lead Soil +			0.3 mg/kg (ppm) soil	
Lead in Drinking Water (check state Certification Requirements)	EPA 239.2 / 200.9	Graphite Furnace Atomic Absorption	0.003 mg/l (ppm)	
Total Dust	NIOSH 0500-0600	Gravimetric Reduction	0.0001g	

TAT (Turnaround) - Same day, 24 hr - 1 Day, 2 Days, 3 Days, 4 Days, 5 Days, 6-10 Days

*, **, ***, ****, +, ++, # Please Refer to Price Quote

^ If no box is checked, non-ASTM is assumed

SAMPLE #	LOCATION	Air volume, L Area, in ²	LAB #
<u>1 White Point</u>	<u>Fl-1 Ext DJ at stairwell</u>		<u>14525.1</u>
<u>2 " "</u>	<u>Clerks off DJ Hall Ext to safe</u>		<u>2</u>

@ Relinquished By: (Person) Hiram Aguiar Date: _____
 Received at EMSL By: [Signature] Date: 10/28/02
 Received at EMSL By: _____ Date: _____

Note: Please duplicate this form and use additional sheets if necessary.

APPENDIX C
PHOTOGRAPHS



Photograph #1: Key West City Hall building – 525 Angela Street, Key West, FL



Photograph #2: Typical LBP metal door jamb/casing identified during this inspection.



Photograph #3: Exterior LBP metal door jamb/casing tested with XRF and sampled for lab analysis during this inspection.



Photograph #4: Interior LBP metal door jamb/casing tested with XRF and sampled for lab analysis during this inspection.



Photograph #5: Annex building – 604 Simonton Street, KW, Florida.

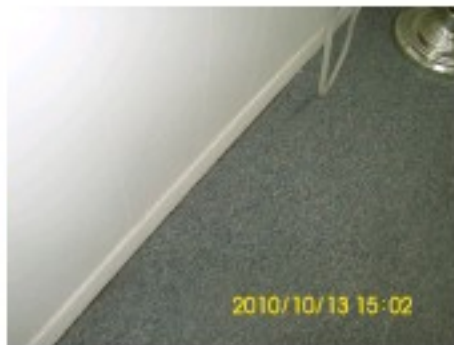
Key West City Hall



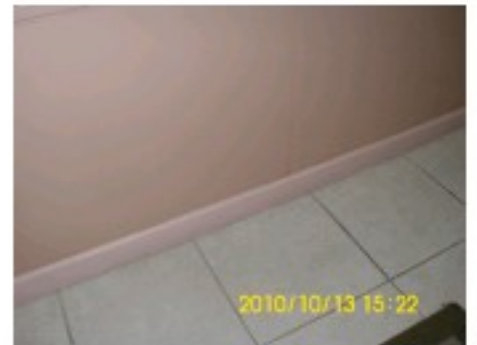
Key West City Hall



Key West City Hall



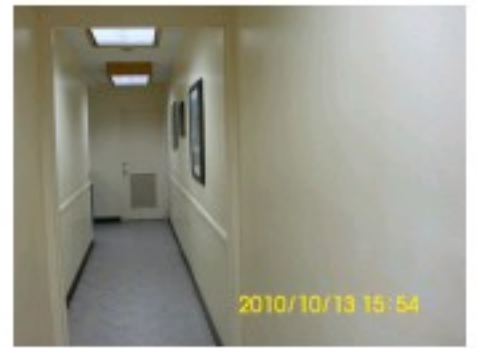
Key West City Hall



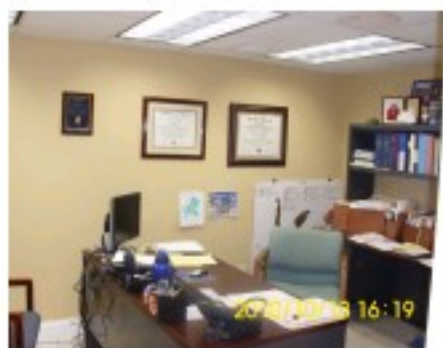
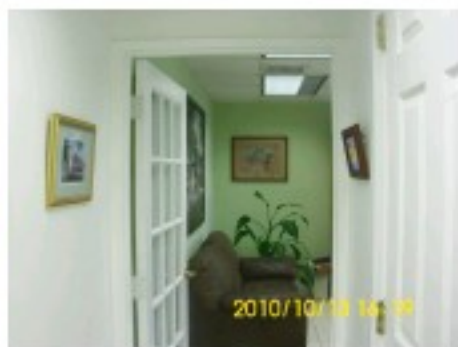
Key West City Hall



Key West City Hall



Key West City Hall



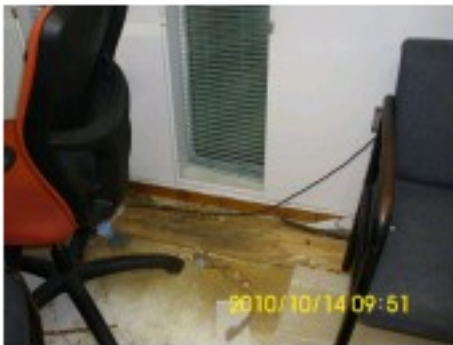
Key West City Hall-Annex Building



Key West City Hall-Annex Building



Key West City Hall-Annex Building



APPENDIX D
PROPERTY RECORDS

Ervin A. Higgs, CFA
Property Appraiser
Monroe County, Florida

office (305) 292-3420
 fax (305) 292-3501

Property Record View

Alternate Key: 1012548 Parcel ID: 00012210-000000

Ownership Details

Mailing Address:
 CITY OF KEY WEST FLA
 PO BOX 1409
 KEY WEST, FL 33041

Property Details

PC Code: 89 - MUNICIPAL OTHER THAN (PC/LIST)
 Millage Group: 10KW
 Affordable Housing: No
 Section-Township-Range: 06-68-25
 Property Location: 525 ANGELA ST KEY WEST
 Legal Description: KW ALL LOT 1&PT LOTS 2-3-4 OR35-107-108 SQR 61 OR160-589-590 OR608-337

[Show Parcel Map](#)

Exemptions

Exemption	Amount
15 - MUNICIPAL LANDS	6,634,123.00

Land Details

Land Use Code	Frontage	Depth	Land Area
100E - COMMERCIAL EXEMPT	240	241	62,417.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 19112
 Year Built: 1960

Building 1 Details

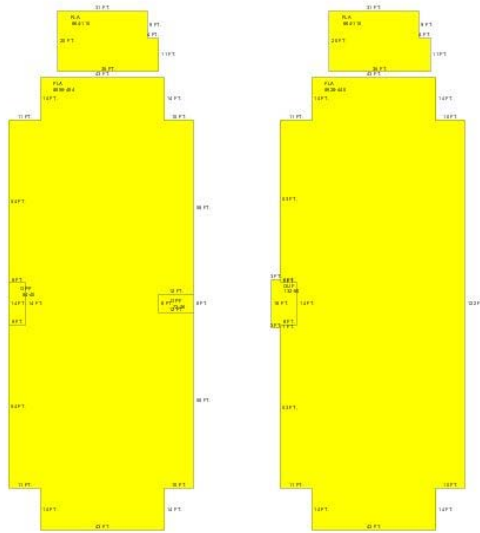
Building Type	Condition E	Quality Grade 450
Effective Age 14	Perimeter 1,124	Depreciation % 15
Year Built 1960	Special Arch 0	Grnd Floor Area 19,112
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 31	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1991					8,856
2	OPF		1	1991					84
3	OPF		1	1991					72
4	OUF		1	1991					132
5	FLA		1	1991					8,928
6	FLA		1	1999					664
7	FLA		1	1999					664

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	2320	CITY BLDGS B	100	Y	Y
	2324	CITY BLDGS B	100	Y	Y
	2325	CITY BLDGS B	100	N	Y
	2326	CITY BLDGS B	100	Y	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
591	C.B.S.	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AP2:ASPHALT PAVING	13,400 SF	0	0	1973	1974	2	25
2	AC2:WALL AIR COND	10 UT	0	0	1991	1992	2	20
3	AC2:WALL AIR COND	23 UT	0	0	1991	1992	1	20
4	FN2:FENCES	210 SF	5	42	1999	2000	2	30
5	PT3:PATIO	200 SF	50	4	1999	2000	2	50
6	AP2:ASPHALT PAVING	34,800 SF	240	145	2006	2007	2	25

Appraiser Notes

KEY WEST CITY HALL & PARKING GARAGE
HURRICANE DAMAGES

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	B94-3721	11/01/1994	11/01/1995	500	Commercial	PAINT OFFICES ON 2ND FL.
	E94-4009	12/01/1994	11/01/1995	500	Commercial	ELECTRICAL
	A95-0418	02/01/1995	11/01/1995	6,300	Commercial	16 SQS SINGLE PLY ROOFING

	B95-3740	11/01/1995	11/01/1995	10,000	Commercial	CONVERT STOR TO OFFICE SP
	B95-3959	11/01/1995	11/01/1995	20,000	Commercial	CONVERT STOR TO OFFICE SP
	96-2764	07/01/1996	11/01/1996	5,000	Commercial	ELECTRICAL
	95-0059	12/01/1995	11/01/1996	1	Commercial	ELECTRICAL
	96-0316	01/01/1996	11/01/1996	2,300	Commercial	MECHANICAL
	97-0140	01/01/1997	06/01/1997	4,000	Commercial	REPAIR
	97-1874	06/01/1997	06/01/1997	1,200	Commercial	ROOF
	97-2378	07/01/1997	07/01/1997	3,240	Commercial	PLUMBING
1	98-1132	04/20/1998	01/01/1999	8,400	Commercial	INSTALL OF BACKFLOW
	99-1491	05/03/1999	02/15/2000	99,000	Commercial	ADDITION
	00-0149	02/07/2000	07/10/2000	1,500	Commercial	CANVAS AWNING
	00-0844	03/31/2000	07/10/2000	1	Commercial	REPLACE DOOR
	00-1406	05/23/2000	07/10/2000	1	Commercial	REPLACE 10 FIXTURES
1	01-3206	09/20/2001	08/24/2001	4,000	Commercial	1200SF TILE
1	02-2514	07/30/2002	11/17/2002	2,500	Commercial	ELECTRIC DOOR
	02-2473	09/18/2002	11/17/2002	8,200	Commercial	ELECTRICAL FOR DOOR
	02-2073	07/30/2002	11/17/2002	7,800	Commercial	REPLACE FRONT DOORS
	04-0097	01/16/2004	06/22/2004	2,600	Commercial	NEW FENCE & GATE
	04-0786	03/15/2004	06/22/2004	21,000	Commercial	REPAIR ROOF
	04-1892	06/10/2004	12/02/2004	89,000	Commercial	R&R HIST. STREET LIGHTS
	05-1110	04/07/2005	06/30/2006	200	Commercial	NEW RECEPTACLE IN THE COMPUTER ROOM.
	06-1893	03/21/2006	06/30/2006	30,000	Commercial	STORM REPAIRS DRYWALL & DOORS ,INSULATION AND TILE
	04-3799	12/15/2004	06/30/2006	2,400	Commercial	REPLACE EXISTING ROOF
	05-1390	05/10/2005	06/30/2006	29,000	Commercial	INSTALL SOFFITT
	07-3558	07/18/2007	07/18/2007	6,000	Commercial	CHANGE OUT 10-TON A.C ON TOP OF ROOF
	05-2824	07/07/2005	08/10/2006	200,000	Commercial	DEMO PARKING GARAGE.
	05-2825	03/06/2006	08/10/2006	250,000	Commercial	REBUILD PARKING LOT, DRAINS, LIGHTING, ASPHALT.

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2010	3,121,768	79,420	3,432,935	6,634,123	6,634,123	6,634,123	0
2009	3,121,768	82,259	7,333,998	10,538,025	10,538,025	10,538,025	0
2008	3,121,768	85,097	8,114,210	11,321,075	11,321,075	11,321,075	0
2007	2,124,852	87,942	9,362,550	11,575,344	11,575,344	11,575,344	0
2006	3,609,656	18,396	6,241,700	9,869,752	9,869,752	9,869,752	0
2005	3,651,146	18,450	5,617,530	9,287,126	9,287,126	9,287,126	0
2004	3,734,110	18,511	4,369,190	8,121,811	8,121,811	8,121,811	0
2003	3,734,110	19,276	1,498,008	5,251,394	5,251,394	5,251,394	0
2002	3,715,245	20,040	1,498,008	5,233,293	5,233,293	5,233,293	0
2001	3,715,245	20,811	1,498,008	5,234,064	5,234,064	5,234,064	0
2000	3,715,245	15,189	1,373,174	5,103,608	5,103,608	5,103,608	0
1999	3,695,535	15,126	1,373,174	5,083,835	5,083,835	5,083,835	0
1998	2,469,019	15,836	1,373,174	3,858,029	3,858,029	3,858,029	0
1997	2,469,019	5,896	1,248,340	3,723,255	3,723,255	3,723,255	0
1996	1,969,723	5,896	1,248,340	3,223,959	3,223,959	3,223,959	0
1995	1,969,723	5,896	1,248,340	3,223,959	3,223,959	3,223,959	0
1994	1,969,723	5,896	1,248,340	3,223,959	3,223,959	3,223,959	0
1993	1,969,723	5,896	1,248,340	3,223,959	3,223,959	3,223,959	0
1992	1,969,723	5,896	1,248,340	3,223,959	3,223,959	3,223,959	0
1991	995,293	0	1,248,340	2,243,633	2,243,633	2,243,633	0
1990	918,732	0	1,014,276	1,933,008	1,933,008	1,933,008	0
1989	918,732	0	998,672	1,917,404	1,917,404	1,917,404	0
1988	866,114	0	873,838	1,739,952	1,739,952	1,739,952	0
1987	838,572	0	573,456	1,412,028	1,412,028	1,412,028	0

1986	845,990	0	561,753	1,407,743	1,407,743	1,407,743	0
1985	815,551	0	561,753	1,377,304	1,377,304	1,377,304	0
1984	796,789	0	561,753	1,358,542	1,358,542	1,358,542	0
1983	796,789	0	310,800	1,107,589	1,107,589	1,107,589	0
1982	706,588	0	310,800	1,017,388	1,017,388	1,017,388	0

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

There are no sales to display for this parcel.

This page has been visited 171,788 times.

Monroe County Property Appraiser
Ervin A. Higgs, CFA
P.O. Box 1176
Key West, FL 33041-1176

Ervin A. Higgs, CFA
Property Appraiser
Monroe County, Florida

office (305) 292-3420
 fax (305) 292-3501

Property Record View

Alternate Key: 1012556 Parcel ID: 00012220-000000

Ownership Details

Mailing Address:
 CITY OF KEY WEST FLORIDA
 PO BOX 1409
 KEY WEST, FL 33041

Property Details

PC Code: 89 - MUNICIPAL OTHER THAN (PC/LIST)
 Millage Group: 10KW
 Affordable Housing: No
 Section-Township-Range: 06-68-25
 Property Location: 604 SIMONTON ST KEY WEST
 Legal Description: KW PT LOT 2 SQR 61 SIMONTON ST OR288-24/25 OR997-1065/1067 OR1155-42/43(LG)

[Show Parcel Map](#)

Exemptions

Exemption	Amount
15 - MUNICIPAL LANDS	1,353,137.00

Land Details

Land Use Code	Frontage	Depth	Land Area
100E - COMMERCIAL EXEMPT	35	141	4,935.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 7595
 Year Built: 1968

Building 1 Details

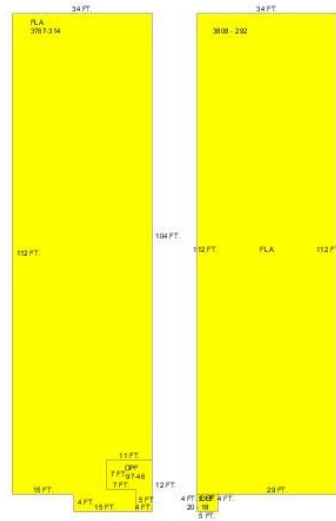
Building Type	Condition E	Quality Grade 400
Effective Age 14	Perimeter 606	Depreciation % 15
Year Built 1968	Special Arch 0	Grnd Floor Area 7,595
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 6	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1968					3,787
2	OPF		1	1968					97
3	FLA		1	1968					3,808
4	OUF		1	1968					20

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	2329	OFF BLDG MULT STY-B	100	N	Y
	2331	OFF BLDG MULT STY FP	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
593	C.B.S.	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AP2:ASPHALT PAVING	700 SF	0	0	1975	1976	2	25
2	FN2:FENCES	70 SF	0	0	1975	1976	3	30

Appraiser Notes

CITY BUILDING & PLANNING DEPT

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	9801978	06/23/1998	01/01/1999	2,000	Commercial	INSTALL NEW COUNTER TOP
1	9801978	06/23/1998	01/01/1999	2,000	Commercial	RE-WIRE COUNTER
1	9903642	10/27/1999	11/18/1999	725	Commercial	ELECTRICAL CIRCUITS
	9903256	01/26/2000	12/01/2000	5,000	Commercial	INSTALL GATE OPERATORS
	0000467	02/25/2000	12/01/2000	6,000	Commercial	ELECTRICAL
	0000160	03/15/2000	12/01/2000	19,000	Commercial	UPGRADE RESTROOMS
	0002772	09/08/2000	12/01/2000	1,037	Commercial	PLUMBING
	0002782	09/27/2000	12/01/2000	8,000	Commercial	INTERIOR WORK
	00-3517	02/27/2001	10/31/2001	200	Commercial	CHANGE SIGN
	00-3163	10/03/2000	10/31/2001	28,969	Commercial	REPAIR SPALLING & PAINT
	01-0002	01/02/2001	10/31/2001	1,035	Commercial	ELECTRICAL
	01-2902	08/16/2001	10/31/2001	20,000	Commercial	A/C
	06-0187	01/12/2006	08/10/2006	10,500	Commercial	BUILD RECEPTION COUNTER

06-0222	01/15/2006	08/10/2006	1,000	Commercial	INSTALL WIRING.
06-3685	06/20/2006	08/10/2006	12,000	Commercial	INSTALL FRESH AIR SYSTEM.

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2010	772,504	770	579,863	1,353,137	1,353,137	1,353,137	0
2009	772,504	770	579,863	1,353,137	1,353,137	1,353,137	0
2008	772,504	770	641,550	1,414,824	1,414,824	1,414,824	0
2007	701,442	770	641,550	1,343,762	1,343,762	1,343,762	0
2006	779,263	770	468,825	1,248,858	1,248,858	1,248,858	0
2005	788,220	770	419,475	1,208,465	1,208,465	1,208,465	0
2004	806,128	770	320,775	1,127,673	1,127,673	1,127,673	0
2003	806,128	770	148,050	954,948	954,948	954,948	0
2002	806,128	770	148,050	954,948	954,948	954,948	0
2001	746,802	770	148,050	895,622	895,622	895,622	0
2000	746,802	357	123,375	870,534	870,534	870,534	0
1999	746,802	357	123,375	870,534	870,534	870,534	0
1998	499,032	357	123,375	622,764	622,764	622,764	0
1997	499,032	357	113,505	612,894	612,894	612,894	0
1996	453,665	357	113,505	567,527	567,527	567,527	0
1995	453,665	357	113,505	567,527	567,527	567,527	0
1994	453,665	357	113,505	567,527	567,527	567,527	0
1993	441,605	361	113,505	555,471	555,471	555,471	0
1992	441,600	366	113,505	555,471	555,471	555,471	0
1991	441,596	370	113,505	555,471	555,471	555,471	0
1990	450,198	404	104,869	555,471	555,471	0	555,471
1989	554,811	440	103,635	658,886	658,886	0	658,886
1988	446,350	305	98,700	545,355	545,355	0	545,355
1987	487,827	327	45,340	533,494	533,494	0	533,494
1986	461,379	481	44,415	506,275	506,275	0	506,275
1985	430,718	481	44,415	475,614	475,614	0	475,614
1984	259,415	481	44,415	304,311	304,311	0	304,311
1983	259,415	481	29,189	289,085	289,085	0	289,085
1982	250,100	481	29,189	279,770	279,770	0	279,770

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
12/1/1990	1155 / 42	608,000	<u>WD</u>	<u>U</u>

This page has been visited 171,797 times.

Monroe County Property Appraiser
Ervin A. Higgs, CFA
P.O. Box 1176
Key West, FL 33041-1176

APPENDIX E
CERTIFICATES

United States Environmental Protection Agency

This is to certify that

Hiram A. Aguiar

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1), and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as a:

Inspector

In the Jurisdiction of:

Florida

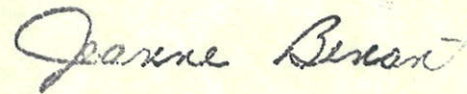
This certification is valid from the date of issuance and expires September 10, 2010

FL-I-9781-2

Certification #

SEP 19 2007

Issued On



Joanne Benante, Chief

Pesticides and Toxic Substances Branch



United States Environmental Protection Agency

This is to certify that

Daniel J. Cottrell

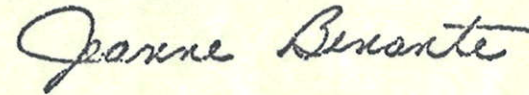
has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1), and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as a:

Risk Assessor

In the Jurisdiction of:

Florida

This certification is valid from the date of issuance and expires December 27, 2010



FL-R-10745-2

Certification #

NOV 7 2007

Issued On

Joanne Benante, Chief

Pesticides and Toxic Substances Branch



United States Environmental Protection Agency

This is to certify that

EE&G Environmental Services, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1), and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226.

In the Jurisdiction of:

Florida

This certification is valid from the date of issuance and expires September 8, 2010

FL-10142-2

Certification #

OCT 16

Issued On



Joanne Benante, Chief

Pesticides and Toxic Substances Branch

