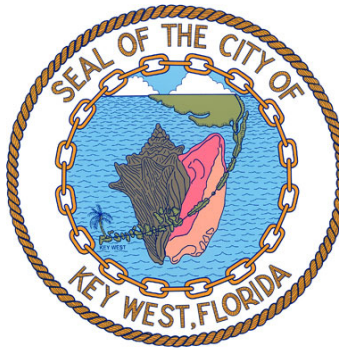


Invitation to Bid
For
Stormwater Well Rehabilitation

CITY OF KEY WEST

ITB No. 25 – 002



Due Date:
April 3, 2025

Mayor, Danise Henriquez

Todd Stoughton, Interim City Manager

Key West City Commissioners

Commissioner, Monica Haskell, District 1

Commissioner, Lissette Carey, District 4

Commissioner, Samiel Kaufman, District 2

Commissioner, Mary Lou Hoover, District 5

Commissioner, Donie Lee, District 3

Commissioner, Aaron Castillo, District 6

Prepared by:
Lucas Torres-Bull
City of Key West Utilities Department



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

Solicitation Data

Request Number: ITB 25-002

Title: Stormwater Well Rehabilitation Projects

Description: The City of Key West is requesting bids from experienced and qualified individuals or firms to mobilizing well rehabilitation equipment to the worksite, removal of the existing wellhead, installation of a temporary header, isolation of the well to be rehabilitated through the use of installed valves or an inflatable isolation plug, measurement and recording of well depths from the land surface, re-drilling of wells to their original depths, airlift rehabilitation, and well brushing. Well video surveys, and variable speed pump tests may or may not be performed on an as needed basis at the direction of the city. The above-mentioned tasks represent a portion of the required work, but may not encompass the full scope of work to be completed.

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

Issue Date: February 27, 2025

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

Clarification Submittal Deadline: March 13, 2025, 3 P.M. LOCAL TIME

Clarification Response Deadline: March 14, 2025, 3 P.M. LOCAL TIME

Bid Due Date: April 3, 2025, 3 P.M. LOCAL TIME

Estimated Award Date: May 6, 2025

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ('hereinafter referred to as the "City") ITB # 25-002 Stormwater Well Rehabilitation, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street, Key West Florida, 33040 until 3:00 p.m. on **Thursday April 03, 2025**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled "Bidding Requirements" and "Contract Forms". Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "ITB #25-002 Stormwater Well Rehabilitation Services addressed and delivered to the City Clerk at the address noted above.

The continuing project details are outlined in the Scope of Work included herein. The scope of the projects includes, but is not limited to, the following activities: mobilizing well rehabilitation equipment to the worksite, removal of the existing wellhead, installation of a temporary header, isolation of the well to be rehabilitated through the use of installed valves or an inflatable isolation plug, measurement and recording of well depths from the land surface, re-drilling of wells to their original depths, airlift rehabilitation, and well brushing. Well video surveys, and variable speed pump tests may or may not be performed on an as needed basis at the direction of the city. The above-mentioned tasks represent a portion of the required work, but may not encompass the full scope of work to be completed. Work that is required to be completed based on this agreement will derive from a Task Order presented to the awarded Bidder by the Engineering Department of the City.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

Each bid must be submitted on the prescribed form prescribed in the instructions to Bidders

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

The successful Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within ten (10) days following the Notice of Award and must demonstrate that they hold at a minimum, the following licenses & certificates.

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

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

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

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to Lucas Torres-Bull, Procurement Manager, at lucas.torresbull@cityofkeywest-fl.gov.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the County and City as would be required within ten (10) days of the award. The successful Bidder must also be able to satisfy the City's Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City.

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INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand Star. Bidders shall submit with their bids, or indicate receipt of, all Addenda. The City will not be responsible for any other explanation or interpretations of said documents.

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

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

4. BIDDER'S UNDERSTANDING

Each Bidder must inform themselves of the conditions relating to the execution of the work, and it is assumed that they will inspect the site and make themselves thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of their obligation to enter a contract and complete the contemplated work in strict accordance with the Contract Documents. The Bidder is responsible for verifying, to their complete satisfaction, all information related to the site and subsurface conditions.

The City will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that the City may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform themselves of, and the Bidder awarded a contract shall comply with federal, state, and local laws, statutes, and ordinances related 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.

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 submitted for all items of work set forth in the bid.

A Bid Form is provided on page 11. The form includes all lump sum items considered for the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the Bid Form must be filled in, as required, preferably in black ink or typewritten. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Bidder is interested in more than one bid for work contemplated, all bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign their bid in the blank space provided, therefore. If the Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior to the opening of bids or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with their bid, experience records showing their experience and expertise in the specified work. Such experience records should provide at least five current or recent projects (within the past 5 years) of similar work, within the State of Florida and

preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner and name of Owner's contact person and phone number.
6. Designer and name of Designer's contact person and phone number.

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

D. ATTACHMENTS

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

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

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the General Conditions contains a statement that the City is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this contract, the Bidder, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in 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 no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid Forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of bids, any bid submitted may be withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of bid. No bid may be withdrawn after the time scheduled for opening of bids, unless the time specified in paragraph Award of Contract of these Instructions to Bidders shall have elapsed.

10. BID SECURITY (Not Required for this Bid)

11. RETURN OF BID SECURITY (Not Required for this Bid)

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of bids, the City will accept one or more of the bids or will act in accordance with the following paragraphs. The acceptance of the bid will be by written Notice of Award, mailed to the office designated in the bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the City may award the contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred and twenty (120) days after the opening of bids.

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

13. BASIS OF AWARD

The City will make the award based on the bid from the lowest responsive and responsible Bidder, whose proposal, in the City's sole discretion, is determined to best serve the City's interests.

14. EXECUTION OF CONTRACT

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

15. CONTRACT DURATION

The initial term of this agreement will be for a period of three (3) years, with the option to extend the agreement for one (1) additional two (2) year terms. The terms and conditions applicable to the renewal period shall be the same as those outlined in this solicitation, unless both parties mutually agree to modifications following the initial three-year term.

16. FAILURE TO EXECUTE CONTRACT

The Bidder who has a contract awarded to them and who fails to promptly and properly execute the contract will be cause for their contract to be rejected, at which point the City will start contract discussions with the next highest-ranked Bidder, this will continue until a contract is executed, unless the City rejects all bids and readvertise for such services.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may only be allowed in accordance with the provisions stated in the General Conditions. The time allowed for the completion of the work authorized by a Task Order will be stated in that specific Task Order.

When the Bidder receives a Notice to Proceed for the work authorized by each Task Order, they shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in that specific Task Order.

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

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

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

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NOTE TO BIDDER: Use black ink or typewritten for completing this Bid Form.

BID FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: Stormwater Well Rehabilitation Projects
ITB #25-002

Bidder's contact person for additional information on this bid:

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this bid is accepted, they will, within ten (10) days, not including Sundays and legal holidays, after the Notice of Award, sign the contract in the form annexed hereto, and will at that time, deliver to the City examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of their bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within ten (10) calendar days after receiving the Notice to Proceed and to complete the project, in all respects, within 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 City at the rates identified in the Instruction to Bidder section #17-Time of Completion, per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that they have received Addenda No's. ____, ____,

____, ____, ____, ____, ____, ____, ____, ____, ____, ____,
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that their bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represents a true measure of the labor and materials 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.

(This space intentionally left blank)

Stormwater Well Rehabilitation Projects:

BID PROPOSAL FORM

Item #	Item Description	Quantity	Unit	Unit Cost	Total
1	Performance and Payment Bonds				
A	Performance and Payment Bonds	1.00	Per \$1,000		
2	Mob / Demobilization				
A	Mobilization/Demobilization (In no case shall the Amount bid for this item exceed 5 percent of the Total Base Bid Amount. This item shall include MOT, General & Supplementary Conditions, Certified AutoCAD As-Builts)	1.00	LS		
3	Stormwater Well Rehabilitation – Per Well				
A	Isolate well, Re-drill to original Depth, Airlift, Brush Casing, Airlift (Items b through h paragraph 1.04.B.1 Specification 01 11 00 Summary of Work)	1.00	LS		
4	Video Survey – Per Well				
A	Specification Section 33 21 13.12, Water Well Video Inspection	1.00	LS		
5	Variable Speed Pump Test – Per Well				
A	Specification Section 33 21 13.15 Pump Test	1.00	LS		
TOTAL BASE BID: \$					

LUMP SUM TOTAL: Stormwater Well Rehabilitation Projects:

\$ _____

In Words:

_____ Dollars & _____ Cents

(This space intentionally left blank)

SUBCONTRACTORS

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

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

SURETY

_____ whose address is

Street

City

State

Zip

BIDDER

The name of the Bidder submitting this bid is

_____ doing business at

Street

City

State

Zip

which is the address to which all communications concerned with this bid and with the contract shall be sent.

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

_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set their (its) hand this _____ day of _____ 2025.

Signature of Bidder

Title

(This space intentionally left blank)

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 _____ 2025.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

EXPERIENCE OF BIDDER

The Bidder states that they are experienced and have completed similar projects within the last five (5) years.

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

(This space intentionally left blank)

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

Hereinafter called the Principal, and _____

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

having its principal place of business at _____

_____ in the State of _____,

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

hereinafter called the Obligee, in the sum of _____

Dollars (\$ _____) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting its Bid for:

ITB # 25-002/ Stormwater Well Rehabilitation Projects said bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered

in the bid and the Contract Documents, entitled:

ITB 25-002 / Stormwater Well Rehabilitation Projects

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

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

Signed and sealed this _____ day of _____, 2025.

Principal

By _____

STATE OF _____)
: SS
COUNTY OF _____)

Surety

By _____

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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 _____ 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

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

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

1. This sworn statement is submitted with Bid or Proposal for _____

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)

whose business address is _____

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

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

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____

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

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

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

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

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

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

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

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

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

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

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ Who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this _____ day of _____, 20__.

My commission expires:

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Bidder expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the “indemnitees”) from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Bidder’s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

Bidder:

Address

Signature

Print Name

Title

SEAL:

DATE:

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

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

By:_____

Sworn and subscribed before me this _____ day of _____ 20 ____.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

[illegible]

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

LOCAL VENDOR CERTIFICATION

PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

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

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

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

Business Name

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

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

Print, Type or Stamp Name of Notary

Title or Rank

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

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

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

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

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

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

Date

(Signature of Authorized Representative)

State of _____,
County of _____,

Personally Appeared Before Me, the undersigned authority, _____ who, ☐ being personally know or ☐ having produced his/her signature in the space provided above on this _____ day of _____, 20_____.

Signature, Notary Public

Commission Expires

Stamp/Seal:

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative: _____
(Name and Title)

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

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

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

Certified By: _____, who is
authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: _____

Title: _____

BIDDER'S CHECKLIST

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

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

PART 2

CONTRACT FORMS

CONTRACT

This contract, made and entered into this _____ day of _____ 2025,

by and between the City of Key West, hereinafter called the "City", and

_____ hereinafter called the "Bidder".

WITNESSETH:

The Bidder, in consideration of the sum to be paid to them by the City 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 ITB 25-002 Stormwater Well Rehabilitation Projects, Key West, Florida to the extent of the bid made by the Bidder, dated the _____ day of _____ 2025, all in full compliance with the Contract Documents referred to herein.

The Contract Documents, including the signed copy of the bid, Bid Bond, Contract Form, Summary of Work, Specifications, Drawings, General Conditions of the Contract.

In consideration of the performance of the work as set forth in these Contract Documents, the City agrees to pay to the Bidder the amount provided 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 Bidder further agrees to complete the work within 120 days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said bid.

The Bidder 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 City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects.

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

In the event the Bidder fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$1,685.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Bidders warranty obligations remain in effect.

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

_____ Day of _____, A.D., 2025.

City of Key West

By _____ Attest _____

Title City Manager

Bidder

By _____ Attest _____

Title _____

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____,

with offices, at _____

hereinafter called the Bidder, (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 Bidder 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 Bidder has executed and entered into a certain contract hereto attached, with the City, dated _____, 2025, to furnish at their 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 the above bounden Bidder:

1. Shall in all respects comply with the terms and conditions of said contract and their obligation there under, including the Contract Documents (which include specifications, and conditions as prepared by the City, Invitation to Bid, instructions to Bidders, the Bidder'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 make 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 Bidder, their 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 _____, 2025, 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.

Bidder

By: _____ (Seal)

_____ Attest

Surety

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the Bidder, (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 Bidder 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 Bidder has executed and entered into a certain contract for

Stormwater Well Rehabilitation Projects

attached hereto, with the City, dated _____, 2025, to furnish at their 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 Bidder shall in all respects comply with the terms and conditions of said contract and their obligation thereunder, including the Contract Documents (which include the specifications, and conditions

prepared by the City, Invitation to Bid, instructions to bidders, the Bidder'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 Bidder shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said Bidder 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 Bidder and the Surety as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the Bidder 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 bound together have executed this instrument this day of _____, 2025, 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.

Bidder

By: _____ (Seal)

Attest

Surety

By _____ (Seal)

Attest

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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 Bidding 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 them by the City.

6. CONTRACT COMPLETION

The “Contract Completion” is the date the City 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, signed by the Engineer, which shows the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents, or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The Term “Engineer” means authorized City’s representative.

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. Determination of equality in reference to the Project design requirements will be made by the Engineer. Such equal Products shall not be purchased or installed by the Contractor without written authorization.

12. CITY

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

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.

15. NOTICE TO PROCEED

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

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 City, at his discretion, the full-time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility shall be that degree of completion that has Provided a minimum of 7 continuous days of successful, trouble-free, operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Engineer. All equipment contained in the work, plus all other components necessary to enable the City 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 City, 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. INVITATION TO BID
- D. INSTRUCTIONS TO BIDDERS
- E. GENERAL CONDITIONS
- F. SPECIFICATIONS
- G. 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 City, 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 City, 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. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

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

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

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

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 will not make comprehensive or continuous review or observation to check quality or quantity of the work, and he will not be responsible for construction means, methods, techniques, sequences, or Procedures, or for safety Precautions and Programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety Precautions, in conformance with the intent of the Contract.

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

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

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Engineers 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.

Engineers 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 City 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 General Conditions. All stakes, marks, and other reference information shall be carefully preserved by the Contractor, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information shall be replaced at the Contractor's expense.

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 City or of the Engineer, nor shall the Contractor's Subcontractors or employees be subagents of the City or of the Engineer.

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 General Conditions, within ten (10) days after the execution of the contract, the Contractor shall submit to the Engineer the names of all Subcontractors Proposed for the work, including the names of any Subcontractors that were submitted with the Bid. The Contractor shall not employ any Subcontractors to which the City may object to as lacking capability to properly perform work of the type and scope anticipated.

The Contractor is as fully responsible to the City 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 City or Engineer.

34. INSURANCE AND LIABILITY

A. GENERAL

The Contractor shall provide (from insurance companies acceptable to the City) the insurance coverage designated hereinafter and pay all costs before commencing work under this Contract. The Contractor shall furnish the City 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 City."

In case of the breach of any Provision of this Article, the City, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the City 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 City, 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 City 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 General 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.

1.00 GENERAL INSURANCE REQUIREMENTS:

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

the care, custody, or control of the Contractor.

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

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

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

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

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

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

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

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

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

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

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

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

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Installation Floater Insurance shall be maintained by the Contractor that will provide coverage for machinery and equipment while being transported, installed, and tested. The minimum acceptable limits of such coverage shall not be less than the value of the machinery or equipment being installed. **City shall be designated as the "Loss Payee" on the policy.**

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 General Conditions.

In the event any work under this Contract is performed by a Subcontractor, 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 City and Engineer, their officers, agents, and employees shall be named as Additional Insured's 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 General 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. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the results of faulty workmanship or design, and all other normally covered risks, and shall provide for losses to be paid to the Contractor, City, and Engineer as their interests may appear.

The City and Engineer, their officers, agents, and employees shall be named as additional insured's on the Contractor's and any Subcontractor's 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 City, 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.

35. INDEMNITY

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the “indemnitees”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Contractor’s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all the Work. This indemnification shall continue beyond the date of completion of the work.

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 City, 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.

NOISE ORDINANCE

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

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

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. Time and place for these meetings and the names of persons required to be Present shall be as determined by the Engineer. Contractor shall comply with these attendance requirements and shall also require his Subcontractors to comply.

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 with the aforementioned safety Provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this Contract, a safety Program that will effectively incorporate and implement all required safety Provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety Program. The duty of the Engineer to conduct construction review of the work does not include review or approval of the adequacy of the Contractor's safety Program, safety supervisor, or any safety measures taken in, on, or near the construction site. The Contractor, as a part of his safety Program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as Prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the Procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

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

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

OCCUPATIONAL SAFETY AND HEALTH

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

43. PROTECTION OF WORK AND PROPERTY

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

work and materials from damage due to the nature of the work, the elements, carelessness of other Contractor s, 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.

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury of Property, and/or safety of life, the Contractor shall act, without previous instructions from the City 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 City through the Engineer and the amount of compensation shall be determined by agreement.

HISTORIC PRESERVATION

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

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

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

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the Contractor shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense. Reexamination of questioned work may be ordered by the Engineer, and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the City 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 City 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 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 City or return payment request to Contractor for revision within 30 days after it is due, or if the City should fail to pay the Contractor within 30 days after time specified in Article PARTIAL PAYMENTS, any sum recommended by the Engineer, then the Contractor may, upon 15 days' written notice to the City and the Engineer, stop work or terminate this Contract and recover from the City 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 2 years after the date of final acceptance of the work or within 2 years after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period as may be Prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

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

The Contractor also agrees to hold the City 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 City. 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 City 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 City 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 City and Engineer for bringing the work up to schedule.

The City 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.

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. CITY'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 City 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.

56. CITY'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 City may notify the Surety of the condition, and after 10 days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without Prejudice to any other right which the City 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. CITY'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 City 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 City 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 City.

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

A. City shall have the right to terminate this Contract without cause by written notice of Termination to the Contractor. In the event of such termination for convenience, the Contractor's recovery against the City shall be limited to that portion of the Contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred. Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The City shall have the right to suspend all or any portions of the Work upon giving the Contractor prior written notice of such suspension. If all or any portion of the Work is so suspended, the Contractor shall be entitled to reasonable costs, expenses and time extension associated with the suspension.

58. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the Progress of the work by any act or neglect of the City or the Engineer, or by any separate Contractor employed by the City, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the Contractor, within 48 hours of the start of the occurrence, gives written notice to the City of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the Contractor gives written notice to the City 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 their Subcontractors, including City-selected equipment shall not be considered as a just cause for delay, unless the City 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, 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, which may be accrued by the City after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor. The City 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.

59. DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the City 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 City.

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 the Contract 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 City for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Contract remains uncompleted after the Contract completion date. 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 which may be accrued by the City after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor. The City 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 City 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 City, 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 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 their equipment, the storage of materials and the operation of their 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 their materials. The Contractor shall provide, at their own expense, the necessary rights-of-way and access to the work, which may be required outside the limits of the City's Property and shall furnish the Engineer copies of permits and agreements for use of the Property outside that provided by the City.

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 City 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. Schedule such testing with the Engineer at least one week in advance of the planned date for testing.

65. CITY'S USE OF PORTIONS OF THE WORK

Following issuance of the written notice of Substantial Completion, the City 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 City.

66. CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of 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 operations.

PAYMENT

68. PAYMENT FOR CHANGE ORDERS

The City's request for quotations on alterations to the work shall not be considered authorization to proceed with the work expediting, delivery, and installation of all equipment and materials. Within a reasonable period after the Contractor submits to the City a written request for an extension of time, the Engineer will Present written opinion to the City as to whether an extension of time is justified, and, if so, their recommendation as to the number of days for time extension. The City will make the final decision on all requests for extension of time.

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. City 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 City'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 City. 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 City 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 City.
2. Material delivered and used on the designated work, including sales tax, if paid by the Contractor or Subcontractor.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100. 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 City.
5. Additional insurance (other than labor insurance) as required and approved by the City.

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

An additional fixed fee of 5 % will be 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 the Subcontractor of a Subcontractor.

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

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

The City 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 their Subcontractor's 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 City 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. Payment will be made by the City to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

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

Engineer may refuse to recommend the whole or any part of any payment if, in their opinion, it would be incorrect to make such representations to City. 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 City 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 City or Liens have been filed in connection with the work;
3. The Contract Price has been reduced because of Change Orders;
4. City has been required to correct defective work or complete the work in accordance with Article City'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 General Conditions, deductions from the estimate will be as described below:

1. The City will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 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 90 per cent complete, the City may reduce the retainage to 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 greater retainage. The City may reinstate the retainage up to 10 percent if the City determines, at their 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 General 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 which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than \$200 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 their 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 City 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 City less than 40 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 their intention to make claim for such time or compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. If such notification is not given or if the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional time or compensation. Such notice by the Contractor, and fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

No extension of time will be granted to the Contractor for delays resulting from extra work that have no measurable impact on the completion of the total work under this Contract. Claims for additional time or compensation shall be made in itemized detail and submitted, in writing, to the City and Engineer within 10 days following completion of that portion of the work for which the Contractor base their 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 City from all claims for labor and materials furnished under this Contract. Prior to the final payment, the Contractor shall furnish to the City, as part of their 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 City, 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. The Contractor shall be responsible for keeping an accurate and detailed record of their actual construction. Upon completion of construction and before final acceptance and payment the Contractor shall furnish the Engineer as-built drawings of construction. Upon receipt of a request for final payment and the as-built drawings the

Engineer will inspect and, if acceptable, submit to the City their 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 City and compliance by the Contractor with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the City shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

Acceptance and Final Payment

Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance and subject to the terms of the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The City will pay the estimate, less any sums that the City may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (4) below.

1. The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the City, as full settlement of their account under the Contract and of all claims in connection therewith, or the Contractor, accepted the balance due or refunded the overpayment, as determined by the City, with the stipulation that their acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the City. To receive payment based on a Final Payment Certificate, The Contractor further agrees, by submitting a FINAL Payment Certificate that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original Final Payment Certificate, and that he will commence with any such arbitration claim or suit within 15 calendar days from and after the time of final Payment of the work and that their failure to file a formal claim within this period constitutes full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.
2. The Contractor has properly maintained the project, as specified hereinbefore.
3. The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the City in the performance of the Contract.
2. Final payment will not be released until the City receives Certified As-built drawings in Auto Cad & Adobe format as well as:

As-Built Drawing Standards:

All supplied data collections, as-builts, drawings and files to be compatible with esri ArcGIS 10.2.2 Software. The current computing environment consists of:

- Microsoft SQL Server - Windows 7/Server 2008 - ESRI GIS Platform

Interfaces and Integrations:

The City of Key West uses a number of software applications critical to its core operation and mission. The proposed mobile asset data collection solution will need to interface or integrate with these existing platforms.

- Arc Collector-ArcGIS Online - ArcMap 10.2

73. NO WAIVER OF RIGHTS

Neither the inspection by the City, through the Engineer or any of their employees, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the City or Engineer, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any Provision of

this Contract, or any power herein reserved to the City, 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 City's rights under the warranty.

74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall release the City and the Engineer, as representatives of the City, 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 City 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 their Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds and warranties, as herein provide.

END OF SECTION

PART 4

SPECIFICATIONS

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section describes the Project and the Work to be performed under this Contract. Detailed requirements and extent of work are stated in applicable Specification sections and shown on the Drawings.

1.02 ORGANIZATION AND INTERPRETATION OF CONTRACT DOCUMENTS

- A. Specifications and Drawings included in these Contract Documents establish the performance quality requirements, location and general arrangement of materials and equipment, and establish the minimum standards for quality of workmanship and appearance.
- B. Specification sections have not been divided into groups for work of subcontractors or various trades. Should there be questions concerning the applicability or interpretation of a particular section or part of a section or Drawing, direct questions to the Owner or Owner's Representative.
- C. Piping and electrical work shown on the Drawings is intended to be depictive and may not be an exact and complete representation of the actual finished work. Include fittings, joints, supports, nuts, bolts, and other accessories required to provide complete and satisfactory piping and electrical systems, as specified, even though some items may not be specifically shown on the Drawings.
- D. A part of the Work that is necessary or required to make each installation satisfactory and operable for its intended purpose, even though it is not specifically included in the Specifications or on the Drawings, shall be performed as incidental work as if it were described in the Specifications and shown on the Drawings.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. Rehabilitation of stormwater drainage wells.

1.04 SEQUENCE OF WORK

- A. Plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the Owner and Owner's Representative to develop an approved work schedule which will permit the facilities to function as normally as practical. It may be necessary to do certain parts of the work at times outside normal working hours in order to avoid conflicting conditions. The Contractor shall do this work at such times, and at no additional cost to the Owner. Contractor shall notify the Owner 3 working days prior to the commencement of well rehabilitation.
- B. To meet the overall objectives of this Project, certain elements of work must be completed or substantially completed following the suggested sequence of construction and testing:
 - 1. Proposed Sequence for Rehabilitation for stormwater drainage wells.
 - a. Mobilize well rehabilitation equipment to site, implement traffic and site access control measures.
 - b. Remove existing wellhead, install temporary header, isolate well to be rehabilitated using installed valve (Patricia and Ashby or White Street) or inflatable isolation plug (North Simonton), set up temporary disposal system in accordance with Section 33 21 13.14, Water Well Rehabilitation.
 - c. Measure and record the depth of the well from land surface.
 - d. Re-drill the well to its original depth in accordance with Section 33 21 13.03, Water Well Drilling.
 - e. Conduct airlift rehabilitation in accordance with Section 33 21 13.14, Water Well Rehabilitation
 - f. Brush the well in accordance with Section 33 21 13.14, Water Well Rehabilitation.
 - g. Airlift development to remove debris from brushing.
 - h. Measure the depth of the well.
 - i. Perform well video survey of the developed well as included in Section 33 21 13.12, Water Well Video Inspection
 - j. Perform variable rate pumping test as included in Section 33 21 13.15
 - k. De-mobilize from site.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 33 21 13.03
WATER WELL DRILLING

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. American Petroleum Institute (API):
 - a. 13A, Specification for Drilling-Fluid Materials.
 - b. 13B-1, Recommended Practice Standard Procedure for Field Testing Water-Based Drilling Fluids.
 - 2. International Association of Drilling Contractors (IADC):
API-Approved Official Daily Drilling Report Form.

1.02 SUBMITTALS

- A. Information Submittals:
 - 1. Description of drilling equipment and proposed methods.
 - 2. Daily Drilling Log.
- B. Submittals shall be made in accordance with Section 01 33 00, Submittals.

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with applicable permits, laws, and regulations in disposing of drilling fluids, drill cuttings, and water generated during drilling and well construction. Permits, laws and regulations shall include, but not be limited to, the following:
 - a. Federal, state, and local laws, regulations, and ordinances related to disposing of materials generated in constructing wells.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Notify Owner and Owner's Representative at least 5 working days before drilling begins.
- B. Notify Owner and Owner's Representative of anticipated delays whenever they become apparent.

3.02 DRILLING EQUIPMENT

- A. Provide reverse air rotary drilling equipment and accessories required to re-drill wells to their original depths, as listed on the Drawings.

3.03 BOREHOLE DRILLING

- A. Drill wells by the reverse air rotary method.
- B. Drill boreholes to dimensions and depth as specified.

3.04 DAILY LOG

- A. General:
 - 1. Keep driller's log of borehole which carefully and accurately describes the materials encountered.
 - 2. Drilling log shall be available for inspection at Site at all times.
- B. Data:
 - 1. Include the following:
 - a. Materials encountered, indicating the depth of each change in material and including difficulties and unusual conditions met during drilling.
 - b. Other pertinent phenomena observed.

3.05 DRILL CUTTINGS DISPOSAL

- A. Contain drill cuttings while onsite in approved containers with prior approval from Owner or Owner's Representative.
- B. Separate suspended solids from drill fluids using appropriate equipment, including temporary tankage to allow sufficient settling time to meet discharge requirements for suspended solids and turbidity, if applicable.
 - 1. Solids separated from drill fluids shall be contained while onsite in approved containers.
 - 2. Discharge water remaining from drill fluids after solids separation in accordance with Section 33 21 13.14, Water Well Rehabilitation.
- C. Upon completion of drilling, remove and dispose cuttings from well in accordance with State and Local regulations.

END OF SECTION

SECTION 33 21 13.12
WATER WELL VIDEO
INSPECTION

PART 1 GENERAL

1.01 SUBMITTALS

- A. Action Submittals: Product data for camera.
- B. Informational Submittals:
 - 1. Video Survey Data: Provide original video survey and two copies immediately upon completion of survey.
- C. The submittals shall be made in accordance with Section 01 33 00, Submittal Procedures

1.02 QUALITY ASSURANCE

- A. Survey Specialist Qualifications: Shall have been in the business of conducting video survey for a minimum of 5 years.

PART 2 PRODUCTS (NOT USED) PART 3..... EXECUTION

3.01 GENERAL

- A. Perform color video survey to serve as a final inspection document for well.
- B. Notify Owner or Owner's Representative 48 hours prior to performing the video survey. Perform survey in the presence of Owner or Owner's Representative.
- C. Notify Owner or Owner's Representative of anticipated delays whenever they become apparent.
- D. Conduct Video Survey:
 - 1. Following completion of well discharge tests.
 - 2. After sediment accumulated in well from test pumping has been removed.
 - 3. After clean water has been introduced from surface to clarify water standing in well.

3.02 EQUIPMENT

A. Camera Features:

1. Color vertical down-hole and horizontal side-hole viewing capability with centralizers.
2. Horizontal side-hole viewing shall be controllable to allow viewing at angles within a 360-degree rotation.
3. Produce a video with an automatic on-screen depth indication to nearest 0.1 foot.

3.03 VIDEO SURVEY

A. Procedures:

1. Prior to conducting survey, allow well to settle for at least 24 hours.
2. Prior to and during survey, to satisfaction of Owner or Owner's Representative, introduce sufficient quantity of clear water into well to produce clear viewing conditions during survey.
3. Disinfect camera prior to placing in well.
4. Run a dynamic vertical down-hole view video from top of well to the bottom of well at a speed not exceeding 30 feet per minute.

- B. Owner or Owner's Representative may interrupt video camera during the dynamic vertical down-hole view run for periodic static horizontal side-hole viewing.

3.04 FIELD QUALITY CONTROL

- A. If survey fails to produce a clear picture of internal casing condition, introduce clear, potable water and conduct survey to Owner's or Owner's Representative's satisfaction until a clear video is obtained.

B. Defects:

1. Owner or Owner's Representative reserves the right to inspect video survey of the well for defects in well casing.
2. Correct defects found in casing caused by Contractor's actions and bear cost for repairs and cost of resurveying hole.

3.05 VIDEO SURVEY DATA

A. Features:

1. Original and copies of survey shall be in DVD format.
2. Beginning and end of video shall contain date and well name.
3. Clearly label exterior of DVD with Project name, date, and well name.

END OF SECTION

SECTION 33 21 13.14 WATER
WELL REHABILITATION

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Works Association (AWWA): A100, Water Wells.

1.02 SUBMITTALS

A. Action Submittals:

1. Product Data:
 - a. General: Description of service rig including lift capacity.
 - b. Brush Equipment: Including type of brush (e.g., steel, nylon), type of tool used to brush the well.
 - c. Chemical Treatment:
 - 1) The Contractor is responsible for developing a written plan for chemical treatment, mechanical agitation, and spent chemical removal as part of the Well Rehabilitation Plan and shall be presented to the Owner or Owner's Representative for approval.
 - 2) The written plan shall include, at a minimum, the following information:
 - a) Description of chemicals to be used and application methods, concentrations, and rates.
 - b) Chemical product information for each chemical being used.
 - c) Materials Safety Data Sheets for each chemical being used.
 - d) Method of disposal of spent chemicals and written permission from agencies or entities involved in receiving spent material and water.
 - d. Airlift Tool:
 - 1) Description of airlift tool including dimensions, operating flow rates, and materials of construction.
 - 2) Air compressor capacity and flow rate.
 - e. Discharge System and Settling Tank: Product data and drawings, including dimensions and flow calculations.

- B. Informational Submittals: The Contractor shall keep well rehabilitation records including static water level, sand content, color of discharge water, interval being redeveloped, time spent in each interval, and estimated flow rate. Static water level shall be measured each day before the start of redevelopment. The other listed items shall be recorded at the beginning and end of surging or as directed by the Owner or Owner's Representative.
- C. The submittals shall be made in accordance with Section 01 33 00, Submittals.

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with applicable permits, laws, and regulations in disposing of debris, and water generated during well rehabilitation. Permits, laws and regulations shall include, but not be limited to, the following:
 - a. Federal, state, and local laws, regulations, and ordinances related to disposing of materials generated from the wells.
 - 2. Demonstrate compliance with the applicable permits, laws, and regulations with the following:
 - a. If applicable, approved chain-of-custody form(s) demonstrating compliance with disposal of materials generated during well drilling.

PART 2 PRODUCTS CHEMICAL TREATMENT- NOT USED AT THIS TIME

2.01

- A. Acids:
 - 1. Provide acids designed for well water applications to dissolve mineral and organic particulate present in the formation and on the well screens and the surrounding gravel pack and formation. All acids being used shall include some form of corrosion inhibitor to protect steel surfaces. Allowable acids include:
 - a. Provide commercial-grade hydrochloric acid (HCl) in strengths of 28 percent or greater as provided by Haliburton Services, Dowell, or equal.
 - b. Provide 99 percent sulfamic acid ($\text{N}_2\text{NSO}_3\text{H}$) in dry granular form to be mixed with freshwater to create a 20 percent strength solution before pumping into well to provide minimum concentrations as specified by the acid manufacturer. Sulfamic acid to be Johnson's Nu-Well, manufactured by Johnson Filtration Systems, or equal.
 - c. Provide 100 percent Citric acid ($\text{HO C}-(\text{CH}_2)_2-(\text{COOH})_3$) in crystalline powder form.

B. Polymer Dispersants:

1. Provide a polymer dispersant such as NW 310 as manufactured by U.S. Filter/Johnson Screen or equal to be combined with the acid treatments to enhance dispersion of minerals and divalent metals around the well screen.
2. Provide polymer dispersant in concentrations as recommended by the manufacturer and as approved by the Owner or Owner's Representative.

A. Wetting Agents:

1. Provide wetting agents such as NW 400 manufactured by U.S. Filter/Johnson Screen, Triton 100, or equal to reduce surface tension of the water.
2. Wetting agents, if recommended by the manufacturer, may be mixed with the acid prior to injection into the well.

B. Chlorine Products:

3. Provide stabilized liquid sodium hypochlorite at 10 percent to 12 percent available chlorine by weight in sufficient quantities to maintain 1,000 parts per million of free chlorine in the well for a period of 8 hours.
4. Provide granular inhibited calcium hypochlorite material at 65 percent available chlorine by weight in sufficient quantities to maintain 1,000 ppm of free chlorine in the well for a period of 8 hours.

C. Tremie Pipe and Wellhead Appurtenances:

1. Provide up to a 3-inch steel tremie pipe, Hydrill, or equal for injecting chemicals and freshwater to depths of up to 100 feet into the well below ground surface.
2. Provide a pump, fittings, and flowmeter to pump freshwater into the well during chemical treatment.
3. Provide up to a 3-inch ball valves and check valves for the chemicals and water tubing. Provide a flowmeter for measuring freshwater injection rates between 50 gallons per minute (gpm) and 100 gpm.

D. Additional Chemicals:

1. Freshwater and/or other products approved by the Owner or Owner's Representative shall be provided as necessary to buffer spent chemicals during well development as necessary.
2. All additional chemicals to be used in chemical treatment of the wells shall be approved by the Owner or Owner's Representative prior to use.

E. Mechanical Agitation and Pumping Equipment:

1. Provide a solid surge block for surging well and equally distributing the chemical solutions throughout the well bore and into the well screen gravel pack and surrounding formation in accordance with Section 33 21 13.09, Water Well Development.
2. Furnish a pump and discharge piping for displacement of spent chemicals out of the well as specified in Section 33 21 13.09, Water Well Development.

PART 3 EXECUTION

3.01 GENERAL

- A. Notify Owner or Owner's Representative at least 5 working days before rehabilitation begins.
- B. Notify Owner or Owner's Representative of anticipated delays whenever they become apparent.

3.02 AIRLIFT DEVELOPMENT

- A. Develop the well by using the airlift pump with an air-line capable of reaching the bottom of the well and using an eductor pipe and producing up to 2,000 gpm of water flow.
- B. The equipment shall be assembled and operated so that the air-line is capable of reaching the bottom of the well and may be placed inside of the casing. The bottom of the air-line and eductor pipe shall be capable of being moved the entire length of the well's open interval.
- C. The airlift development shall start with the bottom of the air-line (and eductor pipe) at the bottom of the casing and proceed downward until the entire well has been developed.
- D. After the specified period of airlift development, the Contractor shall sound the bottom of the well and if the well has filled with fine particles, the air-line shall be lowered to the bottom of the well and operated so a sufficient uphole velocity is achieved to remove the fines.
- E. Operate the airlift development equipment continuously at such rates of discharge and for such periods of time as determined by the Owner or Owner's Representative. The well shall be developed until the water is free from sand, silt, and turbidity as observed by the Owner or Owner's Representative. The Owner or Owner's Representative will determine when development is complete.

- F. The Contractor shall control, direct, and contain the water produced by development of the wells. Prevent flooding that might be caused by discharge.

3.03 BRUSHING

- A. Wire brush: use steel wire brushes when directed by Owner or Owner's Representative. The brushes shall be 1-inch larger than the inside diameter than the well being brushed.
- B. Nylon brush: use nylon wire brushes when directed by Owner or Owner's Representative. The brushes shall be 1-inch larger than the inside diameter than the well being brushed.
- C. Brush tool: assemble or purchase a tool fabricated of wire or nylon brushes (as directed by Owner or Owner's Representative), steel pipe, and cement or other Owner- or Owner's Representative-approved material to hold the brushes in place inside the tool. All brushing tools proposed for use by the Contractor shall be approved by the Owner or Owner's Representative prior to any work performed on the well.
- D. Alternately raise and lower the brush tool assembly through a 10-foot section of well casing or open hole (as directed by Owner or Owner's Representative) for several minutes. Lower the brush tool assembly to the next casing or open hole section and repeat the procedure. Continue brushing the well until directed to stop by the Owner or Owner's Representative.

3.04 CHEMICAL TREATMENT - NOT USED AT THIS TIME

- A. The Contractor shall maintain a copy of the health and safety plan and MSDS sheets at the job site. The Contractor shall ensure that employees working at the site during chemical treatment are qualified to work with the chemicals used. The Contractor shall ensure that all necessary safety equipment is on site. Such equipment may include, but is not limited to, proper respirators, latex gloves, rubber boots, Tyvex coveralls, goggles, and pressurized eyewash and shower.
- B. Prior to scheduling delivery of the chemicals, the method of emplacement, equipment, and timing of chemical emplacement shall be reviewed and approved by the Owner or Owner's Representative.
- C. All chemicals emplaced in the well shall be pre-mixed in suitable mixing tanks before being injected into the well. The Contractor shall provide suitable mixing tanks, transfer pumps, and agitators necessary to accurately prepare and inject the chemicals. Transfer pumps shall be capable of generating a minimum of 50 psi while injecting chemicals into the well.

- D. All chemicals emplaced in the well are to be injected through a tremie pipe of not less than 2 inches I.D. The bottom 10-foot section of the tremie pipe shall be perforated with two tight fitting swabs at each end. The swabs shall have an outside diameter not less than 1/8 of an inch smaller than the I.D. of the well open hole
- E. The chemicals shall be injected into the well and continuously surged over 20-foot intervals, starting at the top of the open borehole and moving downward. The volume of chemicals injected into each 20-foot section shall be proportional to volume to be injected over the entire open interval. During injection, the chemicals shall be continuously surged over the 20-foot interval for a minimum of 15 minutes before moving to the next section. The injection and surging shall be performed in a continuous operation of not more than 12 hours until complete.
- F. After completion of chemical emplacement, the entire open borehole shall be surged in 20-foot increments with the same double surge block used for injection. Each 20-foot section shall be continuously surged for a minimum of 15 minutes before moving to the next section. This procedure shall be performed twice over a 48-hour period.
- G. The Contractor shall airlift pump the acidified water from the well into one or more appropriate temporary storage containers, such as Baker tanks or equal. The temporary storage container(s) shall be able to contain a minimum of 15,000 gallons of water. Discharge from airlift pumping shall enter the storage container from the bottom. Final discharge water will be decanted off the top of the storage container at the point furthest from where inflow to the storage container occurs.
- H. Acidified water shall be neutralized by direct injection of a neutralizer into the temporary storage containers. The acidified water shall be neutralized to a pH of greater than 6.5 and less than 8.5 before disposal. The Contractor shall monitor and record the pH, turbidity, neutralization method, disposal of the water, and quantity of water disposed.

3.05 DEBRIS AND FLUIDS DISPOSAL

- A. All water produced during well development and rehabilitation shall be disposed of in an appropriate manner in accordance with all applicable regulations and requirements.

- B. Disposal of water shall be limited to:
 - 1. Discharge to sanitary sewer. The allowable discharge rate to the sanitary sewer will vary at each location. Some locations have a maximum disposal rate of 500 gallons per minute.
 - 2. Other method to be determined by the Contractor and approved by the Engineer and Owner.
- C. For each of these methods of disposal, it is the Contractor's responsibility to obtain written permission or approval from the responsible agency or government entity to dispose of the water.
 - 1. Disposal Offsite: Copies of manifest and/or written permission from hauling companies and disposal locations.
 - 2. Other: Contractor to provide written permission or approval from entity accepting disposal of the water.
- D. It is the Contractor's responsibility to examine each well site and develop a written plan for disposal of the water prior to pumping of any water. The plan shall include at a minimum well number(s), methods of disposal, quantity or rate limitations, location of disposal point, and written permission or approval from responsible agency or government or private entity. The plan shall be reviewed and approved by the Owner and Owner's Representative.
- E. The disposal method shall provide a means of settling out rocks, debris, and suspended solids so that they do not enter the sanitary sewer system.
- F. Provide all equipment and appurtenances necessary to dispose of the water in accordance with the requirements of the permits or appropriate responsible agency or government or private entity.
- G. Provide tank(s) of sufficient size and construction to accommodate discharge. Construct with baffles to promote sediment settlement prior to pumping from tank to designated discharge point.
- H. Provide pump of sufficient size and horsepower to continuously pump discharge water as required from tank(s) to discharge point.

END OF SECTION

SECTION 33 21 13.15 PUMP TEST

1. GENERAL

1.1 WORK INCLUDED

- A. This section covers the work, materials and equipment necessary for the variable-rate specific capacity pump test, complete.
- B. The estimated length of the variable-rate pump test is approximately four (4) hours. Three (3) different pumping rates will be utilized for one (1) hour each during this test. The rates and time steps will be determined by the ENGINEER in the field. The pump will be left undisturbed and in place during the aquifer recovery period as the last step.

2. PRODUCTS

2.1 PUMP

- A. CONTRACTOR to furnish and install temporary well pump and all required associated equipment capable of pumping from 500 to 3,000 gpm from the well and discharging the water via the temporary pipeline. Pump and all associated equipment must be capable of delivering uninterrupted operation for the duration of the test period. .

2.2 MONITORING EQUIPMENT

- A. CONTRACTOR to provide one (1) *In-situ Level Troll 700 Data Logger* (or equivalent) submersible water level transducer (30 psi) to monitor the water levels in the pumped well. Monitoring shall occur during the preliminary, pumping and recovery tests. CONTRACTOR is solely responsible for complete, accurate, and uninterrupted data collection during the pumping and recovery test.
- B. The data shall be delivered to the ENGINEER in electronic formats compatible with Microsoft Excel on flash drive.
- C. CONTRACTOR to provide a turbine style flow meter capable of measuring flows from 100 to 5,000 gpm with an accuracy of plus or minus 5 percent. The meter shall be certified accurate for these flow ranges and the CONTRACTOR shall provide a certificate of stated accuracy dated within 6-months of the test date.

2.3 TEMPORARY PIPING

- A. Discharge piping to be used during the variable-rate pump test will be of sufficient capacity and material to accommodate flows up to 3,000 gpm and include the flow meter connection per manufacturer specifications.

3. EXECUTION

3.1 BACKGROUND MONITORING

After the well acidization is complete, as determined by the ENGINEER, and after well development, the CONTRACTOR shall begin preparing for the pump test. After installing the temporary pump and completing the preliminary test, the well is to be left undisturbed and monitored by a submersible pressure transducer until the water level in the well has recovered to pre-testing conditions, as determined by the ENGINEER. Data from the pressure transducers shall be recorded on the CONTRACTOR supplied data logger. The CONTRACTOR may use this time to prepare for the pump test or to do other site activities. In no event, shall the CONTRACTOR charge any part of the background monitoring period as standby time.

3.2 PRELIMINARY CAPACITY PUMPING TEST

- A. The CONTRACTOR shall run a preliminary capacity pumping test on each well prior to the actual pump test. The preliminary capacity pumping test will be conducted to establish rates and evaluate equipment performance, including discharge capacity, and to estimate the production capacity of the well prior to implementation of the step drawdown test. Operate the pumping test equipment continuously at such rates and for such period of time as determined by the ENGINEER. Duration of such preliminary test shall be approximately 1 hour.
- B. Unless otherwise directed by the ENGINEER, the preliminary capacity test will be conducted on the same day as the pumping test.
- C. The static water level in the well shall be allowed to recover to pre-test levels before start of well pumping test or longer as determined by the ENGINEER.

3.3 VARIABLE-RATE PUMP TEST

- A. The pumping portion of the test will be conducted for a period of approximately four (4) hours at rates of up to 3,000 gpm. The entire test will consist of three (3) steps. Three (3) pumping steps for a period of one (1) hour each, and a recovery step (also assumed to be 1 hour). The ENGINEER may elect to extend the length of the pumping or recovery steps of this test if needed.
- B. The CONTRACTOR shall supply a *In-situ Level Troll 700 Data Logger* (or equivalent) water level transducer (30 psi) for the pump test. Water level data shall be collected at log-cycle time intervals for the test duration. The ENGINEER will assist the CONTRACTOR in preparing the data logging equipment for the pump test.
- C. The CONTRACTOR shall be solely responsible for the data logging.
- D. It is imperative that the monitoring equipment be in proper working order, and recording data throughout the entire period of time of the pump test and recovery test. Should pumping or monitoring equipment fail during test period, the CONTRACTOR shall restart the test, as directed by the ENGINEER. If the test must be restarted, the CONTRACTOR must wait for well recovery prior to reinitializing the test. No payment shall be made for failed tests.

-
- E. At the completion of the pump test, the monitoring devices shall not be removed or disturbed for a minimum of one (1) hour for the recovery period to allow accurate water level recovery measurements to be taken, or longer as determined by the ENGINEER. No additional standby time or pumping time payment shall be awarded during this period.
 - F. The CONTRACTOR shall operate the equipment continuously at such rates of discharge and for such period of time prescribed by the ENGINEER. The CONTRACTOR shall provide an operator during the entire time the pump is in operation, as required by the ENGINEER, to operate the prime mover and to regulate the discharge by the throttling device during the test pumping period.

4. PAYMENT

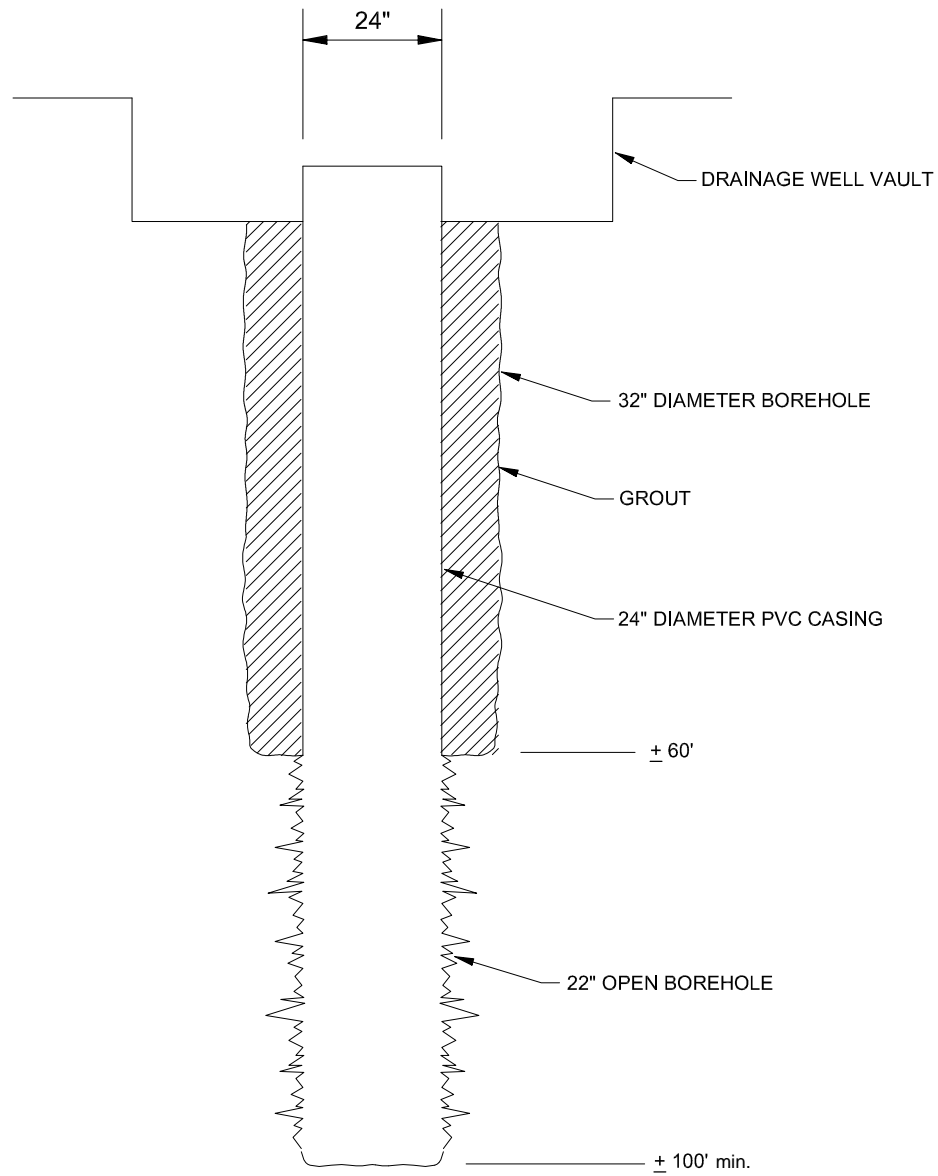
4.1 GENERAL

Payment for all work, materials and equipment specific in this section will be included in the appropriate unit price or lump sum items as stated in the CONTRACTOR's Bid Schedule.

END OF SECTION

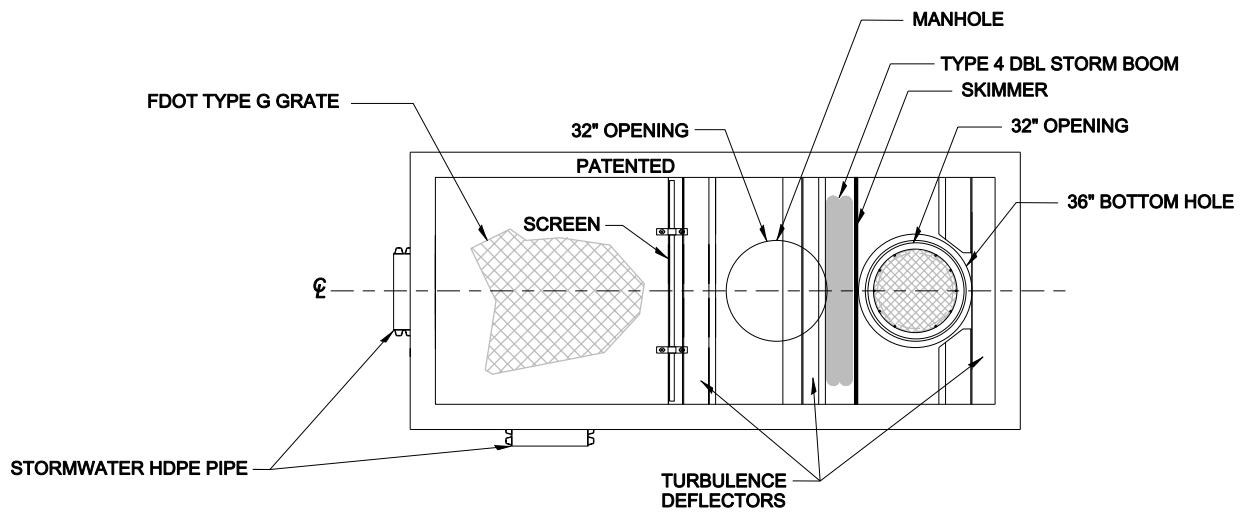
PART 5

DRAWINGS – Separate Attachment

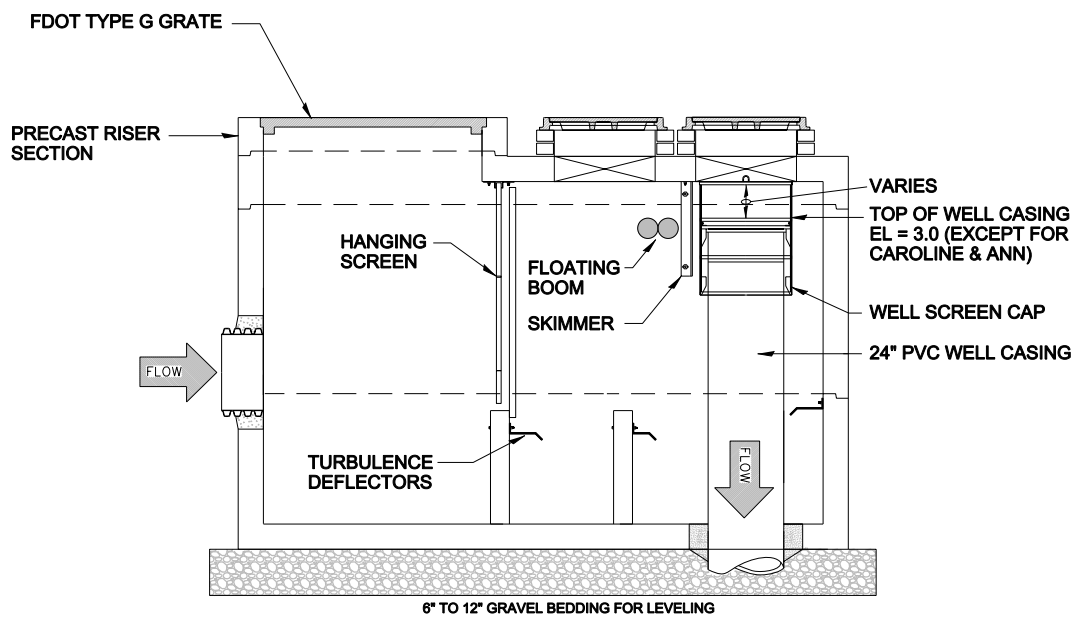


TYPICAL
STORMWATER DRAINAGE WELL
COMPLETION DIAGRAM

NTS



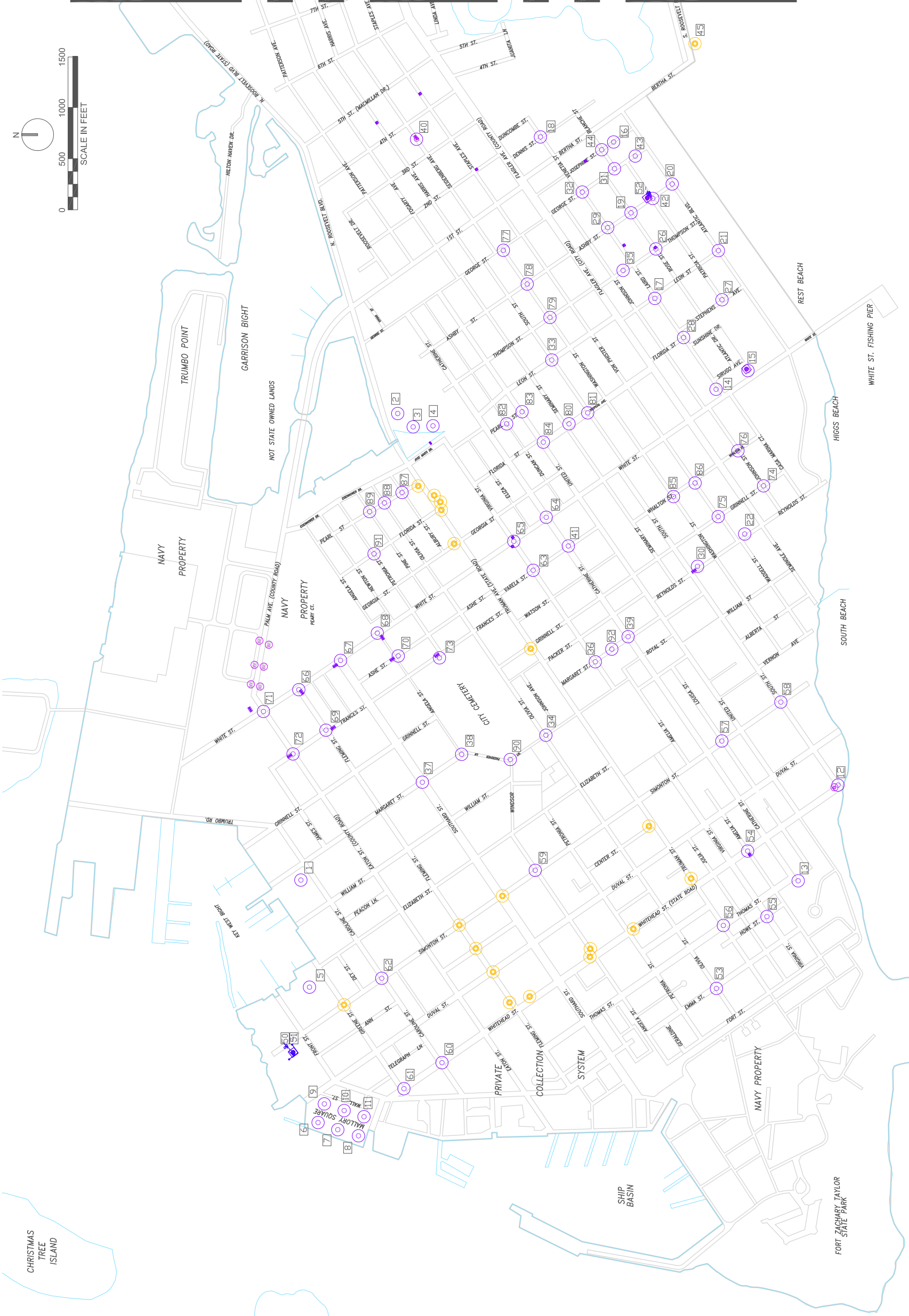
PLAN VIEW



FRONT VIEW

GRAVITY STORMWATER DRAINAGE WELL VAULT

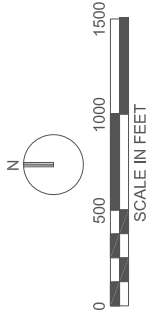
NTS



Injection Well Information						
Site Location	DEP Permit #	Depth	Diameter	Notes		
1. Public Service / Fire Station	44-292992	88.00	24"			
2. Public Service / Fire Station	44-292992	88.00	24"			
3. Public Service / Fire Station	44-292992	88.00	24"			
4. Public Service / Fire Station	44-292992	88.00	24"			
5. Conch Farm / Greene and Elizabeth	44-292991	58.00	6"			
6. Malloy Square	44-292991	104.00	24"			
7. Malloy Square	44-292991	104.00	24"			
8. Malloy Square	44-292991	104.00	24"			
9. Malloy Square	44-292991	104.00	24"			
10. Malloy Square	44-292991	104.00	24"			
11. Malloy Square	44-292991	104.00	24"			
12. Whitehead and South	141578010	88.00	24"			
13. Thomas and Catherine	141578023	97.00	24"			
14. White Street / Pump Assist	141578011					
15. White Street / Pump Assist	141578024					
16. Josephine Street	141578007	87.00	24"			
17. Laid and Leon	141578009	101.00	24"			
18. Laid and Leon	141578013	101.00	24"			
19. Laid and Leon	141578017	101.00	24"			
20. Atlantic and Kelly	141578017	78.00	24"			
21. Atlantic and Leon	141578018	92.50	24"			
22. Reynolds and Von Philar	141578019	96.00	24"			
23. Donald and 19th	141578020	84.00	24"			
24. Donald and 17th	141578021	101.00	24"			
25. Donald and 17th	141578022	90.00	24"			
26. Rose and Thompson	141578014	88.00	24"			
27. Rose and Thompson	141578015	88.00	24"			
28. Laid and Florida	141578008	94.00	24"			
29. Ashby and Laid	44308832	88.00	24"			
30. Reynolds and South	44308824	95.00	24"			
31. Bianca and George	44308833	88.00	24"			
32. Venella and George	44308830	88.00	24"			
33. Leon and South	44308829	98.00	24"			
34. Windsor and Ollie	44308823	88.00	24"			
35. Windsor and Ollie	44308825	88.00	24"			
36. Virginia and Margaret	44308828	91.50	24"			
37. Southard and Margaret	44287617	85.00	24"			
38. Angela and Margaret	44287618	71.00	24"			
39. Catherine and Margaret	44284619	90.50	24"			
40. Soldenberg and 3rd Ave	44287620	90.00	24"			
41. Catherine and Virely	44287621	88.00	24"			
42. Catherine and Virely	44287622	88.00	24"			
43. Catherine and Virely	44287623	88.00	24"			
44. Catherine and Virely	44287624	88.00	24"			
45. #1 Snathers Beach	141578007	96.00	24"			
46. #2 Snathers Beach	141578002	94.00	24"			
47. #3 Snathers Beach	141578003	97.00	24"			
48. #4 Snathers Beach	141578004	94.00	24"			
49. #5 Snathers Beach	141578005	95.00	24"			
50. Snimont #1 Pump Assist	63207-065	119.00	24"			
51. Snimont #2 Pump Assist	63207-064	120.00	24"			
52. Ollie Street and Virginia Street	63207-101	78.00	24"			
53. Ollie Street and Virginia Street	63207-102	78.00	24"			
54. Anella Street and Whitehead Street	63207-101	78.00	24"			
55. Howe Street and Virginia Street	63207-103	90.50	24"			
56. Truman Avenue and Thomas Street	63207-106	88.00	24"			
57. Louise Street and Snimont Street	63207-107	89.00	24"			
58. Snimont Street and South Street	63207-109	89.50	24"			
59. Angela Street and Snimont Street	63207-110	87.00	24"			
60. Angela Street and Snimont Street	63207-111	89.00	24"			
61. Angela Street and Snimont Street	63207-112	89.00	24"			
62. Carolina Street and Virginia Street	63207-113	79.00	24"			
63. Varella Street and Virginia Street	63207-117	87.00	24"			
64. Catherine Street and White Street	63207-120	87.00	24"			
65. Virginia Street and White Street	63207-121	86.00	24"			
66. Fleming Street and White Street	63207-122	86.00	24"			
67. Southard Street and White Street	63207-123	87.00	24"			
68. Angela Street and White Street	63207-124	75.00	24"			
69. Angela Street and White Street	63207-125	75.00	24"			
70. Angela Street and White Street	63207-126	90.00	24"			
71. Eaton Street and White Street	63207-127	83.00	24"			
72. Eaton Street and Frances Street	63207-128	92.00	24"			
73. Frances Street and Penola Street	63207-130	90.00	24"			
74. Grinnell Street and Johnson Street	63207-133	72.00	24"			
75. Grinnell Street and Johnson Street	63207-135	88.00	24"			
76. Johnson Street and Wharton Street	63207-136	77.00	24"			
77. Johnson Street and Wharton Street	63207-137	77.00	24"			
78. Angela Street and Washington Street	63207-150	121.00	24"			
79. Thompson Street and Washington St	63207-151	118.50	24"			
80. Tropical Street and Seminary Street	63207-152	120.00	24"			
81. Tropical Street and South Street	63207-153	121.50	24"			
82. Pearl Street and Duncan Street	63207-154	121.00	24"			
83. Pearl Street and United Street	63207-155	123.00	24"			
84. Florida Street and United Street	63207-156	105.00	24"			
85. Washington Street and Wharton Street	63207-157	120.00	24"			
86. Washington Street and Wharton Street	63207-158	120.00	24"			
87. Auburn Street and Pearl Street	63207-169	124.00	24"			
88. Ollie Street and Pearl Street	63207-170	122.50	24"			
89. Pine Street and Pearl Street	63207-171	123.00	24"			
90. Windsor and Passover (Cemetery)	63207-172	101.00	24"			
91. Florida and Penola	63207-173	125.00	24"			
92. Margaret Street (1100 Block)	Unknown*	77.00	14"			

- LEGEND
- CLASS 1 INJECTION WELL EXISTING
 - INJECTION WELL NUMBER DESIGNATION
 - PUMP ASSIST INJECTION WELL EXISTING
 - COUNTY INJECTION WELL EXISTING
 - FOOT INJECTION WELL EXISTING

CITY OF KEY WEST
STORMWATER DRAINAGE MAP
EXISTING INJECTION WELLS
SHEET 1



CITY OF KEY WEST
STORMWATER DRAINAGE MAP
EXISTING INJECTION WELLS
SHEET 2

- LEGEND
- CLASS V INJECTION WELL EXISTING
 - INJECTION WELL NUMBER DESIGNATION
 - PUMP ASSIST INJECTION WELL EXISTING
 - COUNTY INJECTION WELL EXISTING
 - FOOT INJECTION WELL EXISTING

Injection Well Information					
Site Location	DEP Permit #	Depth	Diameter	Notes	
1. S. Roosevelt Blvd. / S. Roosevelt Blvd.	44203123	88.00	24"		
2. Public Service / Fire Station	44203124	88.00	24"		
3. Public Service / Fire Station	44203125	91.00	24"		
4. Conch Farm / Greene and Elizabeth	143343-001	58.00	8"		
5. Mallory Square	44-292992	104.00	24"		
6. Mallory Square	44-292994	104.00	24"		
7. Mallory Square	44-292995	104.00	24"		
8. Mallory Square	44-292996	104.00	24"		
9. Mallory Square	44-292997	102.00	24"		
10. Whitehead and South	141578010	88.00	24"		
11. Whitehead and South	141578011	88.00	24"		
12. Thomas and Catherine	141578012	88.00	24"		
13. White Street / Pump Assist	141578013	88.00	24"		
14. White Street / Pump Assist	141578014	88.00	24"		
15. Josephine Street	141578015	88.00	24"		
16. Josephine Street	141578016	88.00	24"		
17. Laid and Leon	141578017	88.00	24"		
18. Laid and Leon	141578018	88.00	24"		
19. Laid and Leon	141578019	88.00	24"		
20. Atlantic and Nelly	141578020	88.00	24"		
21. Atlantic and Leon	141578021	88.00	24"		
22. Reynolds and Von Pilsner	141578022	88.00	24"		
23. Donald and 19th	141578023	88.00	24"		
24. Donald and 17th	141578024	88.00	24"		
25. Donald and 17th	141578025	88.00	24"		
26. Donald and 17th	141578026	88.00	24"		
27. Donald and 17th	141578027	88.00	24"		
28. Laid and Leon	141578028	88.00	24"		
29. Laid and Leon	141578029	88.00	24"		
30. Reynolds and South	141578030	88.00	24"		
31. Reynolds and South	141578031	88.00	24"		
32. Venus and George	141578032	88.00	24"		
33. Venus and George	141578033	88.00	24"		
34. Venus and George	141578034	88.00	24"		
35. Venus and George	141578035	88.00	24"		
36. Venus and George	141578036	88.00	24"		
37. Venus and George	141578037	88.00	24"		
38. Venus and George	141578038	88.00	24"		
39. Venus and George	141578039	88.00	24"		
40. Venus and George	141578040	88.00	24"		
41. Venus and George	141578041	88.00	24"		
42. Venus and George	141578042	88.00	24"		
43. Venus and George	141578043	88.00	24"		
44. Venus and George	141578044	88.00	24"		
45. Venus and George	141578045	88.00	24"		
46. Venus and George	141578046	88.00	24"		
47. Venus and George	141578047	88.00	24"		
48. Venus and George	141578048	88.00	24"		
49. Venus and George	141578049	88.00	24"		
50. Venus and George	141578050	88.00	24"		
51. Venus and George	141578051	88.00	24"		
52. Venus and George	141578052	88.00	24"		
53. Venus and George	141578053	88.00	24"		
54. Venus and George	141578054	88.00	24"		
55. Venus and George	141578055	88.00	24"		
56. Venus and George	141578056	88.00	24"		
57. Venus and George	141578057	88.00	24"		
58. Venus and George	141578058	88.00	24"		
59. Venus and George	141578059	88.00	24"		
60. Venus and George	141578060	88.00	24"		
61. Venus and George	141578061	88.00	24"		
62. Venus and George	141578062	88.00	24"		
63. Venus and George	141578063	88.00	24"		
64. Venus and George	141578064	88.00	24"		
65. Venus and George	141578065	88.00	24"		
66. Venus and George	141578066	88.00	24"		
67. Venus and George	141578067	88.00	24"		
68. Venus and George	141578068	88.00	24"		
69. Venus and George	141578069	88.00	24"		
70. Venus and George	141578070	88.00	24"		
71. Venus and George	141578071	88.00	24"		
72. Venus and George	141578072	88.00	24"		
73. Venus and George	141578073	88.00	24"		
74. Venus and George	141578074	88.00	24"		
75. Venus and George	141578075	88.00	24"		
76. Venus and George	141578076	88.00	24"		
77. Venus and George	141578077	88.00	24"		
78. Venus and George	141578078	88.00	24"		
79. Venus and George	141578079	88.00	24"		
80. Venus and George	141578080	88.00	24"		
81. Venus and George	141578081	88.00	24"		
82. Venus and George	141578082	88.00	24"		
83. Venus and George	141578083	88.00	24"		
84. Venus and George	141578084	88.00	24"		
85. Venus and George	141578085	88.00	24"		
86. Venus and George	141578086	88.00	24"		
87. Venus and George	141578087	88.00	24"		
88. Venus and George	141578088	88.00	24"		
89. Venus and George	141578089	88.00	24"		
90. Venus and George	141578090	88.00	24"		
91. Venus and George	141578091	88.00	24"		
92. Venus and George	141578092	88.00	24"		