

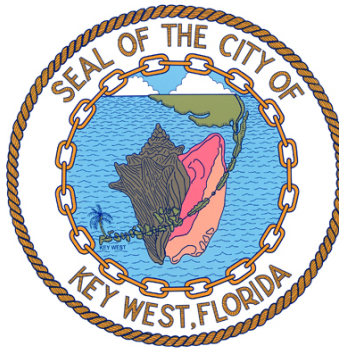
Invitation to Bid

For

Piling Replacement / H2 Dock Extension / Cantilever Walkway Repair – Key West Bight Marina

CITY OF KEY WEST

ITB No. 25 – 008



Due Date:

April 30, 2025

Mayor, Danise Henriquez

Brian L. Barroso, 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 Castilo, District 6

Prepared by:

Tetra Tech, Inc.

Port and Marine Services



Invitation to Bid
CITY OF KEY WEST - PURCHASING OFFICE
1300 White Street, Key West, Florida 33040

Solicitation Data

Request Number: ITB 25-008

Title: Piling Replacement / H2 Dock Replacement /
Cantilever Walkway Repair - Key West Bight Marina

Description: The project consists of wood dock repair and piling replacement within the Key West Historic Seaport. Work will include piling replacement, dock repairs including horizontal and diagonal cross-members, bents and joists and replacement stainless steel hardware described in the Scope of Work.

Contact: Karen Olson, Deputy Director
Phone: (305) 809-3803
Email: kolson@cityofkeywest-fl.gov

Issue Date: March 2025

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

Clarification Submittal Deadline: April 18, 2025, EOB LOCAL TIME

Responses Deadline Date: April 30, 2025, 3 P.M. LOCAL TIME
Mandatory Pre-Bid Meeting: April 15, 2025, 2:30 P.M. LOCAL TIME
Tentative Award Date: June 2025

BID DOCUMENTS CONSISTING OF:
PROCUREMENT REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
SPECIFICATIONS
SUPPLEMENTAL INFORMATION
DRAWINGS

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PART 1
PROCUREMENT REQUIREMENTS

INVITATION TO BID

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) “**PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA,**” addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m.**, local time, on the **30th day of April 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 bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside “**ITB #25-008 PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**” addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for wood dock repair and piling replacement within the Key West Historic Seaport. Work will include piling replacement, dock repairs including horizontal and diagonal cross-members, bents and joists and replacement stainless steel hardware per the Scope of Work.

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

A **Mandatory pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services Offices, 201 William Street, Key West, Florida on **April 15, 2025, at 2:30 p.m.**

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

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

The Bidder shall furnish documentation showing that 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 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

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

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his 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 CRA 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 CRA to evaluate the Bidder's qualifications.

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

For information concerning the proposed work please contact **Karen Olson, Deputy Director, Port and Marine Services by email at kolson@cityofkeywest-fl.gov**. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

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

The CRA retains the right to award bid to the bidder that best meets the needs of the City.

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (**at least 12 calendar days prior to Bid opening (April 18, 2025, EOB)**) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

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

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CRA. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein. Additionally, all proposers must meet the minimum qualifications as described in Required Qualifications section.

4. BIDDER'S UNDERSTANDING

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

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

5. TYPE OF BID

UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the

measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

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

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 14).

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided, therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If 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 in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in site construction and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State 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.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

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

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

D. ATTACHMENTS

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

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

E. CITY OF KEY WEST LICENSE REQUIRED

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BID

All BIDS must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

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

9. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt

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

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

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

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

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples

of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

C. POWER-OF-ATTORNEY

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

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

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

The term of this contract will be one hundred twenty (**120**) calendar days.

18. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. PERMITS AND FEES

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

20. BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

21. SALES AND USE TAXES

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

* * * * *

BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**

Project No.: **ITB #25-008**

Bidder's person to contact 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 Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

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

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

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

1.0 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 The Contractor shall provide 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 subcontractor 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	\$100,000.00 Limit Each Accident
	\$500,000.00 Limit Disease Aggregate
	\$100,000.00 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.

Jones Act Coverage shall be maintained by the Contractor that will respond to claims filed under the federal Jones Act (46 U.S.C.A. sub-section 688). The limits of such coverage shall not be less than \$1,000,000.

USL&H Coverage shall be maintained by the Contractor that will respond to claims filed under the United States Longshoremen and Harbor Workers Act (33 USC sections 901-950). The limits of such coverage shall be not be less than \$1,000,000.

Marine 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 & Property Damage Liability	\$1,000,000.00 Combined Single Limit each 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 and/or Umbrella policy is equal to or more comprehensive than the Primary Marine General Liability policy.

Protection & Indemnity Insurance (P&I) shall be maintained by the Contractor and shall include Water Craft Liability coverage, Crew coverage, and Wreckage Removal coverage. The limits of such coverage shall not be less than \$2,000,000.

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

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

or

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

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

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

Professional Liability Insurance shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the

commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

SURETY AND INSURER QUALIFICATIONS

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

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver evidence of holding required licenses and certificates, and will, to the extent of his 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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within one hundred twenty (**120**) calendar days.

LIQUIDATED DAMAGES

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

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

UNIT PRICE WORK 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 unit price amounts.

The Bidder agrees that the unit price represents a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

* * * * *

BID SCHEDULE

Project Title: **PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**

Project No.: **ITB #25-008**

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor (including installation), equipment, materials, disposal and contractor’s overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization, General/Supp Conditions and Demobilization

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	
a. Mobilization	1	Each	\$ _____	
b. General/Supp. Conditions	1	Each	\$ _____	
c. Demobilization	1	Each	\$ _____	
1 LS (10% of Construction Cost Max (a + b + c))		TOTAL		\$ _____

2. Payment and Performance Bonds

<u>QTY</u>	<u>UNIT</u>	<u>SUBTOTAL</u>
1	LS	\$ _____

3. Permit Fees (to be paid at cost)

<u>QTY</u>	<u>UNIT</u>	<u>SUBTOTAL</u>
1	LS	\$ 90,000 _____

4. 3x8 Horizontal Timbers (includes all labor, equipment, disposal and material)

<u>LENGTH</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
Varied Length	0	Each	\$ _____	\$ _____
7'L	0	Each	\$ _____	\$ _____
10'L	99	Each	\$ _____	\$ _____
11'L	0	Each	\$ _____	\$ _____
12'L	0	Each	\$ _____	\$ _____
15'L	0	Each	\$ _____	\$ _____
		TOTAL		\$ _____

5. <u>3x8 Diagonal Timbers</u> (includes all labor, equipment, disposal and material)					
	<u>LENGTH</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
	9'L	39	Each	\$ _____	\$ _____
	12'L	0	Each	\$ _____	\$ _____
	13'L	0	Each	\$ _____	\$ _____
	14'L	0	Each	\$ _____	\$ _____
				TOTAL	\$ _____
6. <u>26" SS All-Thread Hardware Assembly</u> (includes all labor, equipment, disposal and material)					
		<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
		143	EA	\$ _____	\$ _____
7. <u>SS Nut & Washer</u> (includes all labor, equipment, disposal and material)					
		<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
		286	EA	\$ _____	\$ _____
8. <u>12"x35' Dia Pile, driven 10' into cap rock</u> (includes all labor, equipment, disposal and material)					
		<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
		143	EA	\$ _____	\$ _____
9. <u>Conical PVC/HDPE Pile Caps</u> (includes all labor, equipment, disposal and material)					
		<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
		143	EA	\$ _____	\$ _____
10. <u>Concrete Grout Mix & Rebar</u> (includes all labor, equipment, disposal and material)					
		<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
		1	LS	\$ _____	\$ _____
11. <u>All components required for Boathouse Walkway Repairs</u> (includes all labor, equipment, disposal and material)					
		<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
		1	LS	\$ _____	\$ _____
12. <u>All components required for H2 Dock Extension</u> (includes all labor, equipment, disposal and material)					
		<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
		1	LS	\$ _____	\$ _____
13. <u>Additional 14" square concrete. x 35' Piles</u> (location TBD) (includes all labor, equipment, disposal and material)					
	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
	Dock Pile	14	EA	\$ _____	\$ _____
	Fender/Mooring Pile	0	EA	\$ _____	\$ _____
				TOTAL	\$ _____

14. General Allowance (only to be used with Owner's written approval)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 14 \$ _____

_____ Dollars & _____ Cents
(amount written in words)

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

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 14).

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SUBCONTRACTORS

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

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

SURETY

_____ whose address is

Street _____, _____, _____, _____
City State Zip

Phone _____ Resident Agent _____

BIDDER

The name of the Bidder submitting this Bid is _____
_____ doing business
at

Street _____, _____, _____, _____
City State Zip

_____ email address

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:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 20____.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____ 20____.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has 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.)

* * * * *

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ hereinafter called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____, and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto _____ hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of \$ _____ DOLLARS (\$ _____) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**, said Bid Proposal, by reference thereto, being hereby made a part hereof. WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #25-008

**PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR
KEY WEST BIGHT MARINA**

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with

the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this _____ day of _____, 20_____.

By _____
PRINCIPAL

SURETY

By _____
Attorney-In-Fact

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 _____, 2025.

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 of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 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 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 of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR:

SEAL: _____

Address

Signature

Print Name

Title

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 _____, 2025.

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 _____, 2025.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * * *

NON-COLLUSION AFFIDAVIT

STATE OF _____

: SS

COUNTY OF _____

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 _____, 2025.

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 _____, 2025.

By _____, of _____.

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

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____		
Vendor FEIN: _____		
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____		
Email Address: _____		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: _____,	
<i>Print Name</i>	<i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.	
Authorized Signature: _____	

**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: _____

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 its 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:

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

PART 2

CONTRACT FORMS

DRAFT CONTRACT AGREEMENT

This Contract, made and entered into _____ day of _____, 2025, by and between the City of Key West, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid to them by the Owner and of the covenants and agreements herein contained, hereby agrees at thier 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 #25-008 PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**

Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____, 2025, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, and the SPECIFICATIONS, SUPPLEMENTAL INFORMATION and DRAWINGS w/ TECHNICAL SPECIFICATIONS, are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within **one hundred-twenty (120) calendar days** and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor 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 **\$500.00** per day. Sundays and legal holidays shall be included in determining days in default.

INDEMNIFICATION

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. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

This contract will automatically expire upon completion of the project. Contractors 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

Brian L. Barroso, City Manager

CONTRACTOR

By _____

Printed _____

Title _____

APPROVED AS TO FORM

Attorney for Owner

* * * * *

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____ with offices at _____ hereinafter called the CONTRACTOR (Principal), and _____ with offices at _____ a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter called the CITY (Obligee), in the sum of: _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2025, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR’S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and
3. Pays CITY all losses, costs, expenses, damages, attorney’s fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

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

Documents, or to the work.

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this _____ day of _____, 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.

CONTRACTOR

By: _____ (SEAL)

ATTEST

SURETY

By: _____ (SEAL)

ATTEST

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____ with offices at _____ hereinafter called the CONTRACTOR, (Principal), and _____ with offices at _____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of: _____ DOLLARS (_____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for **ITB #25-008 PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA** attached hereto, with the CITY, dated _____, 2025, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR’S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this

bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 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.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

LICENSE REQUIREMENT AND COST

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

Cost Not To Exceed \$410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

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

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

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

PART 3

CONDITIONS OF CONTRACT

GENERAL CONDITIONS

Article

DEFINITIONS

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

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

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25. AUTHORITY OF THE ENGINEER
26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER
27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES
28. REJECTED WORK
29. LINES AND GRADES
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 - A. GENERAL
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 - C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE
 - D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

- E. BUILDER'S RISK ALL RISK INSURANCE
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49. ROYALTIES AND PATENT
50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT
51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

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52. BEGINNING OF THE WORK
53. SCHEDULES AND PROGRESS REPORTS
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CONSTITUTES RELEASE

* * * * *

DEFINITIONS

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

1. AS APPROVED

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

2. AS SHOWN, AND AS INDICATED

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

3. BIDDER

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

4. CONTRACT DOCUMENTS

The “Contract Documents” consist of the 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 him by the OWNER.

6. CONTRACT COMPLETION

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

7. DAYS

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

8. DRAWINGS

The term “Drawings” refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, 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 ENGINEER or his authorized 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. OWNER

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 notices given by the OWNER to the CONTRACTOR (with a copy to the ENGINEER) fixing the date on which the Contract time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents. The Notice to Proceed will be given within 30 days following the execution of the Contract by the OWNER.

16. SUBSTANTIAL COMPLETION

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

17. WORK

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

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

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

19. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the ENGINEER immediately. The ENGINEER will clarify discrepancies or omissions, in writing, within a reasonable time.

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

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

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

20. CHANGES IN THE WORK

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

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

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

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

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

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

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 OWNER, in writing, on all claims of the OWNER or the CONTRACTOR arising from interpretation or execution of the Contract Documents. Such recommendations will be of factual and/or technical nature, and will not include the legal interpretation of the Contract Documents. Any necessary legal interpretation of the Contract Document will be made by the OWNER. Such recommendation shall be necessary before the CONTRACTOR can receive additional money under the terms of the Contract. Changes in work ordered by the ENGINEER shall be made in compliance with Article CHANGES IN THE WORK.

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

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the work

in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any supplier, or of any other person or organization performing or furnishing any of the work.

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

28. REJECTED WORK

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

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

29. LINES AND GRADES

Lines and grades shall be established as provided in the supplementary conditions. All stakes, marks, and other reference information shall be carefully preserved by the CONTRACTOR, and in case of their careless or unnecessary destruction or removal by him 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 OWNER or of the ENGINEER, nor shall the CONTRACTOR's SUBCONTRACTOR's or employees be subagents of the OWNER or of the ENGINEER.

33. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within 10 days after the execution of the Contract, the

CONTRACTOR shall submit to the ENGINEER the names of all SUBCONTRACTORS proposed for the work, including the names of any SUBCONTRACTORS that were submitted with the Bid. The CONTRACTOR shall not employ any SUBCONTRACTORS to which the OWNER may object to as lacking capability to properly perform work of the type and scope anticipated.

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

Nothing contained in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the OWNER or ENGINEER.

34. INSURANCE AND LIABILITY

A. GENERAL

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

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

“The insurance covered by this certificate shall not be canceled or materially altered, except after 30 days’ written notice has been received by the OWNER.”

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

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until insurance specified below has been

obtained. Review of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder.

C. COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

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

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The CONTRACTOR shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the CONTRACTOR under Article **INDEMNITY**. Coverage for property damage shall be on a “broad form” basis with no exclusions for “X, C & U”. The amount of insurance to be provided shall be as specified in the Supplementary Conditions.

In the event 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 OWNER 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 Supplementary Conditions, the CONTRACTOR shall secure and

maintain during the life of this Contract, Builders Risk All Risk Insurance coverage in an amount equal to the full value of the facilities/ work performed under this Contract/ 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, OWNER, and ENGINEER as their interests may appear.

The OWNER 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 OWNER, the CONTRACTOR, and their respective officers, agents, employees and SUBCONTRACTORS.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

35. INDEMNITY

To the maximum extent permitted by law, the Contractor shall indemnify and defend the Owner and the Engineer, and their officers, employees, agents, and sub-consultants, from all claims and losses, including attorney's fees and litigation costs arising out of property losses or health, safety, personal injury, or death claims by the Contractor, its subcontractors of any tier, and their employees, agents, or invitees regardless of the fault, breach of Contract, or negligence of the Owner or Engineer, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the Owner or the Engineer and regardless of whether or not the Contractor is or can be named a party in a litigation.

36. EXCLUSION OF CONTRACTOR CLAIMS

In performing its obligations, the ENGINEER and its consultants may cause expense for the CONTRACTOR or its SUBCONTRACTORS and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the ENGINEER, its officers, employees, agents, and consultants for any claim arising out of, in connection with, or resulting from the

engineering services performed or required to be performed.

37. TAXES AND CHARGES

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

38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

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

39. CODES, ORDINANCES, PERMITS AND LICENSES

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

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.

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 OWNER. In addition, the CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

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

43. PROTECTION OF WORK AND PROPERTY

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

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

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 OWNER or ENGINEER, as the situation may warrant. The

CONTRACTOR shall notify the ENGINEER thereof immediately thereafter. Any claim for compensation by the CONTRACTOR, together with substantiating documents in regard to expense, shall be submitted to the OWNER through the ENGINEER and the amount of compensation shall be determined by agreement.

45. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, heat, light, fuel, power, transportation, construction equipment and machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the work.

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

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

46. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

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

47. SUBSTITUTION OF MATERIALS

Except for OWNER-selected equipment items, and items where no substitution is clearly specified, whenever any

material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The CONTRACTOR may, in such cases, submit complete data to the ENGINEER for consideration of another material, type, or process 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 OWNER, ENGINEER, and authorized government agents, and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress, and the CONTRACTOR shall provide facilities for such access and for observations, including maintenance of temporary and permanent access.

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

Reexamination of questioned work may be ordered by the ENGINEER, and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the OWNER will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the CONTRACTOR shall correct

the defective work, and the cost of reexamination and correction of the defective work shall be paid by the CONTRACTOR.

49. ROYALTIES AND PATENTS

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

50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

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

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

Following execution of the Contract, the CONTRACTOR shall meet with the OWNER and ENGINEER relative to his arrangements for prosecuting the work.

53. SCHEDULES AND PROGRESS REPORTS

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

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

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

The OWNER shall have the right to withhold progress payments for the work if the CONTRACTOR fails to update and submit the progress schedule and reports as specified.

54. PROSECUTION OF THE WORK

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

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

55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work completed under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable,

or if the removal of such work will create conditions which are dangerous or undesirable, the OWNER shall have the right and authority to retain such work but will make such deductions in the final payment therefore as may be just and reasonable.

56. OWNER'S RIGHT TO DO WORK

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

57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

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

If, after the furnishing of said written notice to the Surety, the CONTRACTOR and the Surety still fail to make reasonable progress on the performance of the work, the OWNER may terminate the employment of the

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

58. DELAYS AND EXTENSION OF TIME

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

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

Delays in delivery of equipment or material purchased by the CONTRACTOR or his SUBCONTRACTORS, including OWNER-selected equipment shall not be considered as a just cause for delay, unless the OWNER determines that for good cause the delay is beyond the control of the CONTRACTOR. The CONTRACTOR shall be fully responsible for the timely ordering,

scheduling, expediting, delivery, and installation of all equipment and materials.

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

59. DIFFERING SITE CONDITIONS

The CONTRACTOR shall promptly, and before the conditions are disturbed, give a written notice to the OWNER and ENGINEER of:

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

The ENGINEER will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performing any part of the work under this Contract, whether or not changed as a result of the conditions, and equitable adjustment shall be made under this Article and the Contract modified in writing accordingly.

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

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

60. LIQUIDATED DAMAGES

Should the CONTRACTOR fail to complete the work, or any part thereof, in the time agreed upon in 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 OWNER 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 OWNER after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

61. OTHER CONTRACTS

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

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

62. USE OF PREMISES

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

The CONTRACTOR shall not load nor permit any part of the structure to be loaded in any manner that will endanger

the structure, nor shall CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

63. SUBSTANTIAL COMPLETION DATE

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

64. PERFORMANCE TESTING

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

65. OWNER'S USE OF PORTIONS OF THE WORK

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

66. CUTTING AND PATCHING

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

67. CLEANING UP

The CONTRACTOR shall, at all times, keep property on which work is in progress and the adjacent property free

from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the CONTRACTOR shall remove all temporary structures, rubbish, and waste materials resulting from his operations.

PAYMENT

68. PAYMENT FOR CHANGE ORDERS

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

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

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

A. UNIT PRICES

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

B. LUMP SUM

A total lump sum for the work negotiated and mutually acceptable to the CONTRACTOR and the OWNER.

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

C. COST REIMBURSEMENT WORK

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

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

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the OWNER.
2. Material delivered and used on the designated work, including sales tax, if paid by the CONTRACTOR or his SUBCONTRACTOR.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$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 OWNER.
 5. Additional insurance (other than labor insurance) as required and approved by the OWNER.

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

An additional fixed fee shall be negotiated and allowed the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by a SUBCONTRACTOR of a SUBCONTRACTOR, unless by written permission from the OWNER.

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

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

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

reimbursement work. Such costs shall be submitted within 30 days after said work has been performed.

69. PARTIAL PAYMENTS

A. GENERAL

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

B. ESTIMATE

At least 30 days before each progress payment falls due, as specified in the Supplementary Conditions, 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 suitable stored and protected prior to incorporation into the work.

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 OWNER, or return the request to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may, within 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 his opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such an extent as may be necessary in ENGINEER's opinion to protect the OWNER from loss because:

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

C. DEDUCTION FROM ESTIMATE

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

1. The OWNER will deduct from the estimate, and retain as part security, 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 50 percent complete, the OWNER 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 a greater retainage. The OWNER may reinstate the retainage up to 10 percent if the OWNER determines, at his discretion, that the CONTRACTOR is not making satisfactory progress or where there is other specific cause for such withholding.

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

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

1. Materials, as used herein, shall be considered to be those items 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 his sole discretion, the ENGINEER may approve items for which partial payment is to be made. Partial payment shall be based on the CONTRACTOR's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and protection shall be provided by the CONTRACTOR, and as approved by the ENGINEER. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

3. CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
4. If requested by the ENGINEER, the CONTRACTOR shall provide, with subsequent pay requests, invoices receipted by the supplier showing payment in full has been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the CONTRACTOR from the amount earned, the amount due will be made payable to the CONTRACTOR. Recommendations for payment received by the OWNER less than 9 days prior to the scheduled day for payment will not be processed or paid until the following month.

70. CLAIMS FOR EXTRA WORK

In any case where the CONTRACTOR deems additional time or compensation will become due him under this Contract for circumstances other than those defined in Article DELAYS AND EXTENSION OF TIME, the CONTRACTOR shall notify the ENGINEER, in writing,

of his intention to make claim for such time or compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. If such notification is not given or if the ENGINEER is not afforded proper facilities by the CONTRACTOR for keeping strict account of actual cost, then the CONTRACTOR hereby agrees to waive the claim for such additional time or compensation. Such notice by the CONTRACTOR, and fact that the ENGINEER has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

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

71. RELEASE OF LIENS OR CLAIMS

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

72. FINAL PAYMENT

Upon completion of all the work under this Contract, the CONTRACTOR shall notify the ENGINEER, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the ENGINEER will inspect and, if acceptable, submit to the OWNER his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the CONTRACTOR. Upon approval of this final

estimate by the OWNER and compliance by the CONTRACTOR with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the OWNER shall pay to the CONTRACTOR all monies due him under the provisions of these Contract Documents.

73. NO WAIVER OF RIGHTS

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

74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Add the following:

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the City of Key West, Director, Port & Marine Services or authorized representatives.

ARTICLE 12 "OWNER"

Add the following:

Wherever in these Documents the word "Owner" appears, it shall be understood to mean the City of Key West whose address is 1300 White Street, Key West, Florida 33040.

ARTICLE 32 "CONTRACTOR, AN INDEPENDENT AGENT"

Add the following:

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

ARTICLE 34 "INSURANCE AND LIABILITY"

Delete Article 34 Sections A, B, C, D & E and replace with the following:

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

Type of Insurance	Limits	Comments
Commercial General Liability	\$1,000,000	The proposers may have these coverages combined in 1 policy
Watercraft Liability	\$1,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	
USL&H and Jones Act Coverage	\$1,000,000	

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or

its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

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

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

The City of Key West confirms that the scope of services specified in the Contract requires work on or near a navigable waterway. Water description: City of Key West Mooring Field. Therefore the CONTRACTOR's workers' compensation policy shall be endorsed to provide the following:

- Workers Compensation/Employer Liability
USL&H Coverage (Longshore and Harbor Workers' Compensation Act) Endorsement WC 000106A
Jones Act Coverage* Endorsement WC 000201A

Note: Jones Act (Crew) coverage may be provided under the P&I policy, if Contractor is using an OWNED vessel during the course of the work.

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

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

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

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

Add the following Section:

G. SURETY AND INSURER QUALIFICATIONS

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

State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

ARTICLE 35 "INDEMNITY"

Delete Article 35 in its entirety and replace with the following:

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 of the Work. This indemnification shall continue beyond the date of completion of the work.

ARTICLE 39 "CODES, ORDINANCES, PERMITS, AND LICENSES"

Add the following:

A. NOISE ORDINANCE

City of Key West has a noise ordinance that allows working hours between 8:00 AM to 7:00 PM, Monday through Friday and 9:00 AM to 5:00 PM, Saturday. No work should be performed on Sunday or City Holidays, Special Events, 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.

B. "LICENSES"

Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable state, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents.

Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 18 of the Code of

Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

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

1. City of Key West Business Tax Receipt
2. Occupational license issued by the City of Key West.

ARTICLE 42 "SAFETY"

Add the following sub article:

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.

ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

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.

ARTICLE 45 "MATERIALS AND APPLIANCES"

Add the following to the end of the first paragraph:

At contract completion, no equipment purchased by the contractor shall be transferred to state or local ownership.

ARTICLE 57 "OWNERS RIGHT TO TRANSFER EMPLOYMENT"

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

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

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

ARTICLE 60 "LIQUIDATED DAMAGES"

Delete Article "LIQUIDATED DAMAGES" in its entirety and substitute the following:

LIQUIDATED DAMAGES

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

ARTICLE 69 "PARTIAL PAYMENTS"

Delete the first paragraph of Article "PARTIAL PAYMENTS" and substitute the following:

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

Add the following:

Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

Delete Sub-Article C "DEDUCTION FROM ESTIMATE" in its entirety and substitute the following:

DEDUCTION FROM ESTIMATE

The Owner 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.

Delete Sub-Article E "PAYMENT" in its entirety and substitute the following:

PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

ARTICLE 72 "FINAL PAYMENT"

Add the following;

A. Acceptance and Final Payment.

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

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

- 5 The Contractor has furnished all required mill tests and analysis reports to the Engineer.
- 6 The Contractor has furnished as-built drawings in AutoCad and Adobe PDF, in accordance with all supplied data collections and files to be compatible with Esri ArcGIS 10.2.2 Software. The current computing environment consists of:

- Microsoft SQL Server
 - Windows 7/Server 2008
 - ESRI GIS Platform
- Interfaces and Integrations

* * * *

PART 4

SPECIFICATIONS

SECTION 01001
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 GENERAL

A. The Work under this Contract shall be performed by the Contractor as required by the City. Work will be authorized in the form of a Notice to Proceed issued to the Contractor. The Contractor shall complete all Work in the Contract within the number of calendar days stipulated in the Contract, unless an extension in the time of completion is granted by the City. Upon completion of the Work and compliance with applicable provisions in the Contract Documents, the Contractor will receive final payment for all Work done.

B. Contractor's Duties:

1. In addition to provisions stipulated in other portions of the Contract Documents, Contractor shall secure permits as necessary for proper execution and completion of the work.
2. Contractor shall be totally responsible for all permits required and shall ensure that construction complies with all applicable local, state, and federal codes.
3. Provide an experienced, qualified, and competent Superintendent to oversee the Work. Superintendent shall be expected to remain for the duration of the Project.

1.02 MOBILIZATION AND DEMOBILIZATION

CONTRACTOR shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization will be included in the lump sum price indicated in the BID.

1.03 CONTRACTOR'S USE OF PREMISES

- A. Work shall be scheduled as to not interfere with on-going area activities.
- B. Coordinate use of premises and requirements with the City.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- E. Contractor shall provide drinking water for construction personnel.
- F. Contractor shall provide waste solutions for construction personnel.

1.04 FINISHING OF SITE AND STORAGE AREAS

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

PART 2 - TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES

2.1 TEMPORARY WATER

CONTRACTOR shall make his own arrangements to obtain suitable water and shall pay all costs.

2.2 SANITARY FACILITIES (not applicable)

CONTRACTOR shall provide and maintain sanitary facilities for his employees and his subcontractors' employees that will comply with the regulations of local and state departments of health, and as directed by the City.

2.3 STORAGE OF MATERIALS

- A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary, materials shall be placed on wooden platforms or other hard, clean surfaces, not on the ground.

PART 3 - PRESERVATION, RESTORATION, AND CLEANUP

3.1 SITE RESTORATION AND CLEANUP

At all times during the work keep the premises clean and orderly. Upon completion of the day's work, repair all damage caused by equipment and leave the project clean and free of rubbish or excess materials of any kind.

Stockpile excavated materials in a manner that will cause the least damage to the area and near shore waters.

Upon completion of the Work, all areas used by the Contractor shall be cleared of temporary structures, rubbish, and waste materials, and properly graded to finished surface similar to the original surface, free-draining and free from holes, ruts, rough spots, leaving the area like original condition.

* * * * *

SECTION 01010
SCOPE OF WORK

The Carolina Street Corridor and Bahama Village Community Redevelopment Agency (CRA) of the City of Key West requests proposals from qualified individuals or firms for wood dock extension, wood dock repair and piling replacement. The project contemplated consists of providing all materials, equipment and labor necessary to accomplish the following at the Key West Historic Seaport:

The project includes the removal, disposal and replacement of wooden pilings, 3x8 horizontal timbers, 3x8 diagonal timbers and stainless-steel hardware assemblies as shown in the supplemental information portion of this document and installation of steel mooring piles w/ accessories per engineered drawings. The project also includes, but is not limited to, the following:

- Removal and disposal of all hardware associated with wood removal,
- Removal and reinstallation existing pile caps, rub rails and bumpers.
- Re-hang electrical & plumbing conduit as needed (incidental to work).
- Hurricane hanger/strap replacement, if necessary for repairs, shall be Simpson Strong-Tie (incidental to work).
- All connections / hardware shall be heavy duty for marine environment conditions.
- All wood piles embedded 10' minimum into caprock.
- Extend H2 Dock per plans and specifications
- Repair supports beneath the Boathouse Cantilever Walkway per plans and specifications.
- Pile cut-off elevation shall be based on surrounding piles +/- 2-3 inches. Treat cut surfaces in accordance with AWPA M4.
- Treat field cuts, holes, and other pile penetrations with field applied wood preservative, in accordance with AWPA M4.
- Deviation from and angle of batter: ¼ inch per foot of pile length, but no greater than 6 inches.
- Maximum deviation from location of pile top is 6 inches.
- Obtain & pay for all City permits required for the project.
- Comply with all conditions of the ACOE & FDEP permits.

All piles to be southern yellow pine, Wolmanized CCA treated marine grade, 2.50pcf in accordance with AWPA C3 and C18 marine pile. All piles to conform with ASTM D 25, be unused, clean peeled, uniformly tapered, one piece from butt to tip.

All wood members shall be marine lumber CCA treated, 2.50pcf, in accordance with AWPA C3 and C18.

All docks are functional and must remain so during the construction process. During construction the contractor shall minimize the length of dock that must be closed and coordinate relocation of boats with Seaport Dockmaster.

Bidder shall include in bid a detailed construction sequence narrative explaining how the submitting bidder intends to conduct the work including coordinating of any utilities that may have to be rerouted or removed and reinstalled. All work required shall be included in the bid.

The intent of these 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.

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

1.1 GENERAL

- A. Contractor shall receive and accept compensation as provided in the Bid and Contract in full payment for performing all operations necessary to complete the work under the Lump Sum portions of this Contract, and also in full payment for all loss or damages arising from the nature of the work, until the final acceptance by the City.

- B. Contractor's attention is called to the fact that the quotations for various items of work are intended to establish a total price for completing the work in its entirety. It is the intent of this Contract that the Contractor provide a completed structure, and any item required to accomplish this shall be included to establish a total cost.

1.2 PAYMENT

- A. Payment for all Work as ordered or specified in the Contract Documents is included in the Contract Price.

1.4 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

Payment will not be made for following:

- 1. Defective Work not accepted by the City.

1.5 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings are acceptable to the City and materials are properly stored at a site as agreed to by the City.

- B. Final Payment: Will be made only for products incorporated in Work. Products for which partial payments have been made will be deducted from final payment.

* * * * *

SECTION 01300
SUBMITTALS

PART 1 GENERAL

1.01 GENERAL

- A. Inquiries: Direct to ENGINEER regarding procedure, purpose, or extent of Submittal.
- B. Submittal Submission Procedures: As provided in General Conditions, as specified herein, and as may otherwise be established during the preconstruction conference.
- C. OWNER's Authorization: At any time, OWNER may authorize changes to procedures and requirements for Submittals, as necessary to accomplish specific purpose of each Submittal. Such authorization will be by Field Order or Work Change Directive.
- D. Timeliness: Make submissions in such sequence as to cause no delay in Work or in work of other contractors.
- E. Identification of Submittals:
 - 1. Identify each Submittal with numbering and tracking system reviewed by ENGINEER:
 - a. Sequentially number each Submittal.
 - b. Resubmission of a Submittal will have original number with sequential alphabetic suffix.
 - 2. Show date of submission and dates of previous submissions.
 - 3. Show Project title and OWNER's contract identification and contract number.
 - 4. Show names of CONTRACTOR, Subcontractor or Supplier, and manufacturer as appropriate.
 - 5. Clearly identify revisions from previous submissions.
- F. Incomplete Submittal Submissions:
 - 1. At ENGINEER's sole discretion, ENGINEER will either (i) return the entire Submittal for CONTRACTOR's revision/correction and resubmission, or (ii) retain portions of the Submittal and request submission/resubmission of specified items or as noted thereon.
 - 2. Submittals which do not clearly bear CONTRACTOR's specific written indication of CONTRACTOR review and approval of Submittal will be returned to CONTRACTOR unreviewed for resubmission in accordance with Contract Documents.
 - 3. Delays, resequencing or other impact to Work resulting from CONTRACTOR's submission of unchecked or unreviewed, incomplete, inaccurate or erroneous, or nonconforming Submittals, which will require CONTRACTOR's resubmission of a Submittal for ENGINEER's review, shall not constitute a basis of claim for adjustment in Contract Price or Contract Times.
- F. Non-specified Submissions: Submissions not required under these Contract Documents and not shown on schedule of Submittals submissions will not be reviewed and will be returned to CONTRACTOR.
- G. Transmit Submittals in accordance with current accepted schedule of Submittal submissions, and deliver as follows:

1. Submittals to: Key West Historic Seaport, Deputy Port and Marine Services Director.
- H. Disposition of Submittals: As specified herein for administrative Submittals. ENGINEER will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:
1. Reviewed as Noted:
 - a. Reference the General Conditions for intent.
 - b. CONTRACTOR may proceed to perform Submittal related Work.
 - c. One copy for ENGINEER's file.
 - d. One copy returned to CONTRACTOR.
 2. Revise and Resubmit (Revise/Correct or Develop Replacement and Resubmit):
 - a. Revise/correct in accordance with ENGINEER's comments and resubmit.
 - b. One copy to ENGINEER's file.
 - c. One copy returned to CONTRACTOR appropriately annotated.
- I. ENGINEER's Review: ENGINEER will act upon CONTRACTOR's Submittal and transmit response to CONTRACTOR not later than 30 days after receipt, unless: (i) specified otherwise or (ii) accepted by ENGINEER and identified on current accepted schedule of Submittals submissions. Re-submittals will be subject to the same review time.

1.02 SHOP DRAWINGS

- A. Description: Reference the General Conditions.
- B. Excessive Shop Drawing Review: Review of the first submission and two resubmissions of Shop Drawings will be performed by ENGINEER at no cost to CONTRACTOR. Subsequent additional resubmissions of that Shop Drawing will be reviewed by ENGINEER, however, ENGINEER will document work hours and other expenses required to perform such additional review(s). OWNER shall deduct these costs from Contractor's contract for reimbursement to the ENGINEER.
- C. Copies: Submit two (2) copies.
- D. Submit Shop Drawings to ENGINEER for equipment and materials to be furnished under these Contract Documents.
- E. Identify and Indicate:
 1. Pertinent products, units and assemblies, and system or equipment identification or tag numbers.
 2. Critical field dimensions and relationships to other critical features of Work.
 - a. Each deviation or variation from Contract Documents.
- F. Resubmissions: Clearly identify each correction or change made.
- G. Foreign Manufacturers: When proposed, include following additional information:
 1. Names and addresses of at least two companies closest to Project that maintain technical service representatives.
 2. Complete inventory of spare parts and accessories for each piece of equipment.

H. Preparation:

1. Format: Whenever possible, schedule for and combine Shop Drawings into a single Submittal package.
2. Present in a clear and thorough manner and of sufficient detail to show kind, size, arrangement, and function of components, materials, and devices and compliance with Contract Documents.

PART 4 PAYMENT

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

SECTION 01 50 00

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. FEDERAL AVIATION ADMINISTRATION (FAA)

FAA AC 70/7460-1 (2007; Rev K) Obstruction Marking and Lighting

1.2 SUBMITTALS

CITY approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Construction Site Plan; G
Hurricane Preparedness Plan; G

1.3 CONSTRUCTION SITE PLAN

Prior to the start of work, submit a site plan showing the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage area (onsite and offsite), and access and haul routes, avenues of ingress/egress to the fenced area and details of the fence installation. Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.

1.4 HURRICANE CONDITION OF READINESS

Unless directed otherwise, comply with:

- a. Condition FOUR Sustained winds of 50 knots or greater expected within 72 hours: Normal daily jobsite cleanup and good housekeeping practices. Collect and store in piles or containers scrap lumber, waste material, and rubbish for removal and disposal at the close of each work day. Maintain the construction site including storage areas, free of accumulation of debris. Stack form lumber in neat piles less than 4 feet high. Remove all debris, trash, or objects that could become missile hazards.
- b. Condition THREE Sustained winds of 50 knots or greater expected within 48 hours: Maintain "Condition FOUR" requirements and commence securing operations necessary for "Condition

ONE" which cannot be completed within 18 hours. Cease all routine activities which might interfere with securing operations. Commence securing and stow all gear and portable equipment. Make preparations for securing buildings. Review requirements pertaining to "Condition TWO" and continue action as necessary to attain "Condition THREE" readiness. Contact CITY for weather and Condition of Readiness (COR) updates and completion of required actions.

- c. Condition TWO Sustained winds of 50 knots or greater expected within 24 hours: Curtail or cease routine activities until securing operation is complete. Reinforce or remove form work and scaffolding. Secure machinery, tools, equipment, materials, or remove from the jobsite. Expend every effort to clear all missile hazards and loose equipment from general base areas. Contact CITY for weather and COR updates and completion of required actions.
- d. Condition ONE. Sustained winds of 50 knots or greater expected within 12 hours: Secure the jobsite, and leave CITY premises.

PART 2 PRODUCTS

2.1 TEMPORARY SIGNAGE

2.1.1 Bulletin Board

Immediately upon beginning of work, provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, Wage Rate Information poster, and other information approved by the CITY.

2.1.2 Project and Safety Signs

The requirements for the signs, their content, and location are as indicated. Erect signs within 15 days after receipt of the notice to proceed. Correct the data required by the safety sign daily, with light colored metallic or non-metallic numerals.

PART 3 EXECUTION

3.1 EMPLOYEE PARKING

Contractor employees will park privately owned vehicles in an area designated by the CITY. This area will be within reasonable walking distance of the construction site. Contractor employee parking must not interfere with existing and established parking requirements of the CITY installation.

3.2 TEMPORARY BULLETIN BOARD

Locate the bulletin board at the project site in a conspicuous place easily accessible to all employees, as approved by the CITY.

3.3 AVAILABILITY AND USE OF UTILITY SERVICES

3.3.1 Temporary Utilities

Provide temporary utilities required for construction. Materials may be new or used, must be adequate for the required usage, not create unsafe conditions, and not violate applicable codes and standards.

3.3.2 Sanitation

- a. Provide and maintain within the construction area minimum field-type sanitary facilities approved by the CITY and periodically remove waste to a commercial facility. Any penalties and / or fines associated with improper discharge will be the responsibility of the Contractor. Maintain these conveniences at all times without nuisance. Include provisions for pest control and elimination of odors. CITY toilet facilities will not be available to Contractor's personnel.

3.3.3 Telephone

Make arrangements and pay all costs for telephone facilities desired.

3.3.4 Obstruction Lighting of Cranes

Provide a minimum of 2 aviation red or high intensity white obstruction lights on temporary structures (including cranes) over 100 feet above ground level. Light construction and installation must comply with FAA AC 70/7460-1. Lights must be operational during periods of reduced visibility, darkness, and as directed by the CITY.

3.3.5 Fire Protection

Provide temporary fire protection equipment for the protection of personnel and property during construction. Remove debris and flammable materials daily to minimize potential hazards.

3.4 TRAFFIC PROVISIONS

3.4.1 Maintenance of Traffic

- a. Conduct operations in a manner that will not close any thoroughfare or interfere in any way with traffic on roads or highways except with written permission of the CITY at least 15 calendar days prior to the proposed modification date. Contractor may move oversized and slow-moving vehicles to the worksite provided requirements of the highway authority have been met.
- b. Conduct work so as to minimize obstruction of traffic, and maintain traffic on at least half of the roadway width at all times. Obtain approval from the CITY prior to starting any activity that will obstruct traffic.
- c. Conduct work so as to minimize obstruction to marine vessel traffic and provide access to neighboring docks at all times. Obtain approval from the CITY prior to starting any activity that will obstruct traffic.
- d. Provide, erect, and maintain, at contractors expense, lights, barriers, signals, passageways, detours, and other items, that may be required by the Life Safety Signage, overhead protection authority having jurisdiction.

3.4.2 Protection of Traffic

Maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the CITY. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment, the work, and the erection and maintenance of adequate warning, danger, and direction signs, will be as required by the State and local authorities having jurisdiction. Protect the traveling public from damage to person and property. Minimize the interference with public traffic on roads selected for hauling material to and from the site. Investigate the adequacy of existing roads and their allowable load limit. Contractor is responsible for the repair of any damage to roads caused by construction operations.

3.4.3 Rush Hour Restrictions

Do not interfere with the peak traffic flows preceding and during normal operations without notification to and approval by the CITY.

3.4.4 Dust Control

Dust control methods and procedures must be approved by the CITY. Treat dust abatement on access roads with applications of calcium chloride, water sprinklers, or similar methods or treatment.

3.5 CONTRACTOR'S TEMPORARY FACILITIES

Contractor-owned or -leased trailers must be identified by CITY assigned numbers. Apply the number to the trailer within 14 calendar days of notification, or sooner, if directed by the CITY.

3.5.1 Safety

Protect the integrity of any installed safety systems or personnel safety devices. If entrance into systems serving safety devices is required, the Contractor must obtain prior approval from the CITY. If it is temporarily necessary to remove or disable personnel safety devices in order to accomplish contract requirements, provide alternative means of protection prior to removing or disabling any permanently installed safety devices or equipment and obtain approval from the CITY.

3.5.2 Storage Area

Construct a temporary 6 foot high chain link fence around trailers and materials. Include plastic strip inserts, colored green, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Do not place or store Trailers, materials, or equipment outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the CITY away from the vicinity of the construction site but within the installation boundaries. Trailers, equipment, or materials must not be open to public view with the exception of those items which are in support of ongoing work on any given day. Do not stockpile materials outside the fence in preparation for the next day's work. Park mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment within the fenced area at the end of each work day.

3.5.3 Supplemental Storage Area

Not Applicable.

3.5.4 Appearance of Trailers

- a. Trailers utilized by the Contractor for administrative or material storage purposes must present a clean and neat exterior appearance and be in a state of good repair. Trailers which, in the opinion of the CITY, require exterior painting or maintenance will not be allowed on installation property.
- b. Maintain the temporary facilities. Failure to do so will be sufficient reason to require their removal.

3.5.5 Maintenance of Storage Area

- a. Keep fencing in a state of good repair and proper alignment. Grassed or unpaved areas, which are not established roadways, will be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways, should the Contractor elect to traverse them with construction equipment or other vehicles; gravel gradation will be at the Contractor's discretion. Mow and maintain grass located within the boundaries of the construction site for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers will be edged or trimmed neatly.

3.5.6 Security Provisions

Provide adequate outside security lighting at the Contractor's temporary facilities. The Contractor will be responsible for the security of its own equipment; in addition, the Contractor will notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

3.5.7 Weather Protection of Temporary Facilities and Stored Materials

Take necessary precautions to ensure that roof openings and other critical openings in the building are monitored carefully. Take immediate actions required to seal off such openings when rain or other detrimental weather is imminent, and at the end of each workday. Ensure that the openings are completely sealed off to protect materials and equipment in the building from damage.

3.5.7.1 Building and Site Storm Protection

When a warning of gale force winds is issued, take precautions to minimize danger to persons, and protect the work and nearby CITY property. Precautions must include, but are not limited to, closing openings; removing loose materials, tools and equipment from exposed locations; and removing or securing scaffolding and other temporary work. Close openings in the work when storms of lesser intensity pose a threat to the work or any nearby CITY property.

3.6 FIELD OFFICE

3.6.1 Trailer-Type Mobile Office

The Contractor may, at its option, and with City approval, furnish and maintain a trailer-type mobile office acceptable to the CITY and providing as a minimum the facilities specified above. Securely anchor the trailer to the ground at all four corners to guard against movement during high winds.

3.7 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, furnish and erect temporary project safety fencing at the work site. Maintain the safety fencing during the life of the contract and, upon completion and acceptance of the work, will become the property of the Contractor and be removed from the work site.

3.8 CLEANUP

Remove construction debris, waste materials, packaging material and the like from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways must be cleaned away. Store any salvageable materials resulting from demolition activities within the fenced area described above or at the supplemental storage area. Neatly stack stored materials not in trailers, whether new or salvaged.

3.9 RESTORATION OF STORAGE AREA

Upon completion of the project remove the bulletin board, signs, barricades, haul roads, and any other temporary products from the site. After removal of trailers, materials, and equipment from within the fenced area, remove the fence that will become the property of the Contractor. Restore areas used by the Contractor for the storage of equipment or material, or other use to the original or better condition. Remove gravel used to traverse grassed areas and restore the area to its original condition, including top soil and seeding as necessary.

-- End of Section --

SECTION 01 57 19

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
40 CFR 112	Oil Pollution Prevention
40 CFR 122.26	Storm Water Discharges (Applicable to State NPDES Programs, see section 123.25)
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 261.7	Residues of Hazardous Waste in Empty Containers
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR 268	Land Disposal Restrictions
40 CFR 273	Standards for Universal Waste Management
40 CFR 279	Standards for the Management of Used Oil
40 CFR 403	General Pretreatment Regulations for Existing and New Sources of Pollution
40 CFR 60	Standards of Performance for New Stationary Sources
40 CFR 63	National Emission Standards for Hazardous Air Pollutants for Source Categories
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
49 CFR 173	Shippers - General Requirements for Shipments and Packaging

1.2 DEFINITIONS

1.2.1 Class I and II Ozone Depleting Substance (ODS)

Class I ODS is defined in Section 602(a) of The Clean Air Act. A list of Class I ODS can be found on the EPA website at the following weblink. <http://www.epa.gov/ozone/science/ods/classone.html>.

Class II ODS is defined in Section 602(s) of The Clean Air Act. A list of Class II ODS can be found on the EPA website at the following weblink. <http://www.epa.gov/ozone/science/ods/classtwo.html>.

1.2.2 Contractor Generated Hazardous Waste

Contractor generated hazardous waste is materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene), waste thinners, excess paints, excess solvents, waste solvents, excess pesticides, and contaminated pesticide equipment rinse water.

1.2.3 Electronics Waste

Electronics waste is discarded electronic devices intended for salvage, recycling, or disposal.

1.2.4 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally or historically.

1.2.5 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.6 Hazardous Debris

As defined in paragraph SOLID WASTE, debris that contains listed hazardous waste (either on the debris surface, or in its interstices, such as pore structure) in accordance with 40 CFR 261. Hazardous debris also includes debris that exhibits a characteristic of hazardous waste in accordance with 40 CFR 261.

1.2.7 Hazardous Materials

Hazardous materials as defined in 49 CFR 171 and listed in 49 CFR 172.

Hazardous material is any material that: Is regulated as a hazardous material in accordance with 49 CFR 173; or requires a Safety Data Sheet (SDS) in accordance with 29 CFR 1910.120; or during end use, treatment, handling, packaging, storage, transportation, or disposal meets or has components that meet or have potential to meet the definition of a hazardous waste as defined by 40 CFR 261 Subparts A, B, C, or D. Designation of a material by this definition, when separately regulated or controlled by

other sections or directives, does not eliminate the need for adherence to that hazard-specific guidance which takes precedence over this section for "control" purposes. Such material includes ammunition, weapons, explosive actuated devices, propellants, pyrotechnics, chemical and biological warfare materials, medical and pharmaceutical supplies, medical waste and infectious materials, bulk fuels, radioactive materials, and other materials such as asbestos, mercury, and polychlorinated biphenyls (PCBs).

1.2.8 Hazardous Waste

Hazardous Waste is any material that meets the definition of a solid waste and exhibit a hazardous characteristic (ignitability, corrosivity, reactivity, or toxicity) as specified in 40 CFR 261, Subpart C, or contains a listed hazardous waste as identified in 40 CFR 261, Subpart D.

1.2.9 Land Application

Land Application means spreading or spraying discharge water at a rate that allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" must occur. Comply with federal, state, and local laws and regulations.

1.2.10 Municipal Separate Storm Sewer System (MS4) Permit

MS4 permits are those held by installations to obtain NPDES permit coverage for their stormwater discharges.

1.2.11 National Pollutant Discharge Elimination System (NPDES)

The NPDES permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States.

1.2.12 Oily Waste

Oily waste are those materials that are, or were, mixed with Petroleum, Oils, and Lubricants (POLs) and have become separated from that POLs. Oily wastes also means materials, including wastewaters, centrifuge solids, filter residues or sludges, bottom sediments, tank bottoms, and sorbents which have come into contact with and have been contaminated by, POLs and may be appropriately tested and discarded in a manner which is in compliance with other state and local requirements.

This definition includes materials such as oily rags, "kitty litter" sorbent clay and organic sorbent material. These materials may be land filled provided that: It is not prohibited in other state regulations or local ordinances; the amount generated is "de minimus" (a small amount); it is the result of minor leaks or spills resulting from normal process operations; and free-flowing oil has been removed to the practicable extent possible. Large quantities of this material, generated as a result of a major spill or in lieu of proper maintenance of the processing equipment, are a solid waste. As a solid waste, perform a hazardous waste determination prior to disposal. As this can be an expensive process, it is recommended that this type of waste be minimized through good housekeeping practices and employee education.

1.2.13 Regulated Waste

Regulated waste are solid wastes that have specific additional federal, state, or local controls for handling, storage, or disposal.

1.2.14 Sediment

Sediment is soil and other debris that have eroded and have been transported by runoff water or wind.

1.2.15 Solid Waste

Solid waste is a solid, liquid, semi-solid or contained gaseous waste. A solid waste can be a hazardous waste, non-hazardous waste, or non-Resource Conservation and Recovery Act (RCRA) regulated waste. Types of solid waste typically generated at construction sites may include:

1.2.15.1 Debris

Debris is non-hazardous solid material generated during the construction, demolition, or renovation of a structure that exceeds 2.5-inch particle size that is: a manufactured object; plant or animal matter; or natural geologic material (for example, cobbles and boulders), broken or removed concrete, masonry, and rock asphalt paving; ceramics; roofing paper and shingles. Inert materials may be reinforced with or contain ferrous wire, rods, accessories and weldments. A mixture of debris and other material such as soil or sludge is also subject to regulation as debris if the mixture is comprised primarily of debris by volume, based on visual inspection.

1.2.15.2 Green Waste

Green waste is the vegetative matter from landscaping, land clearing and grubbing, including, but not limited to, grass, bushes, scrubs, small trees and saplings, tree stumps and plant roots. Marketable trees, grasses and plants that are indicated to remain, be re-located, or be re-used are not included.

1.2.15.3 Material not regulated as solid waste

Material not regulated as solid waste is nuclear source or byproduct materials regulated under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; and fluids or wastes associated with natural gas or crude oil exploration or production.

1.2.15.4 Non-Hazardous Waste

Non-hazardous waste is waste that is excluded from, or does not meet, hazardous waste criteria in accordance with 40 CFR 263.

1.2.15.5 Recyclables

Recyclables are materials, equipment and assemblies such as doors, windows, door and window frames, plumbing fixtures, glazing and mirrors that are recovered and sold as recyclable, and structural components. It also includes used fuel oil, textiles, high-grade paper products and corrugated cardboard, stackable pallets in good condition, clean crating material, and clean rubber/vehicle tires. Metal meeting the definition of lead contaminated or lead based paint contaminated may not be included as recyclable if sold to a scrap metal company. Paint cans that meet the definition of empty containers in accordance with 40 CFR 261.7 may be included as recyclable if sold to a scrap metal company.

1.2.15.6 Surplus Soil

Surplus soil is existing soil that is in excess of what is required for this work, including aggregates intended, but not used, for on-site mixing of concrete, mortars, and paving. Contaminated soil meeting the definition of hazardous material or hazardous waste is not included and must be managed in accordance with paragraph HAZARDOUS MATERIAL MANAGEMENT.

1.2.15.7 Scrap Metal

This includes scrap and excess ferrous and non-ferrous metals such as reinforcing steel, structural shapes, pipe, and wire that are recovered or collected and disposed of as scrap. Scrap metal meeting the definition of hazardous material or hazardous waste is not included.

1.2.15.8 Wood

Wood is dimension and non-dimension lumber, plywood, chipboard, hardboard. Treated or painted wood that meets the definition of lead contaminated or lead based contaminated paint is not included. Treated wood includes, but is not limited to, lumber, utility poles, cross-ties, and other wood products with chemical treatment.

1.2.16 Surface Discharge

Surface discharge means discharge of water into drainage ditches, storm sewers, creeks or "waters of the United States". Surface discharges are discrete, identifiable sources and require a permit from the governing agency. Comply with federal, state, and local laws and regulations.

1.2.17 Wastewater

Wastewater is the used water and solids from a community that flow to a treatment plant.

1.2.17.1 Stormwater

Stormwater is any precipitation in an urban or suburban area that does not evaporate or soak into the ground, but instead collects and flows into storm drains, rivers, and streams.

1.2.18 Waters of the United States

Waters of the United States means Federally jurisdictional waters, including wetlands, that are subject to regulation under Section 404 of the Clean Water Act or navigable waters, as defined under the Rivers and Harbors Act.

1.2.19 Universal Waste

The universal waste regulations streamline collection requirements for certain hazardous wastes in the following categories: batteries, pesticides, mercury-containing equipment (for example, thermostats), and lamps (for example, fluorescent bulbs). The rule is designed to reduce hazardous waste in the municipal solid waste (MSW) stream by making it easier for universal waste handlers to collect these items and send them for recycling or proper disposal. These regulations can be found at 40 CFR 273.

1.3 SUBMITTALS

CITY approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

- Certificates of insurance
- Surety bonds
- List of proposed subcontractors
- List of proposed products
- Construction progress schedule
- Submittal register
- Schedule of prices or Earned Value Report
- Health and safety plan
- Work plan
- Quality control(QC) plan
- Environmental protection plan
- Hurricane Preparedness Plan

SD-01 Preconstruction Submittals

Environmental Protection Plan; G

Stormwater Notice of Intent (for NPDES general permit for construction); G

SD-08 Closeout Submittals

Stormwater Pollution Prevention Plan Compliance Notebook; G

Stormwater Notice of Termination (for NPDES general permit for construction); G

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire duration of this Contract. Comply with federal, state, and local regulations pertaining to the environment, including water, air, solid waste, hazardous waste and substances, oily substances, and noise pollution.

Tests and procedures assessing whether construction operations comply with Applicable Environmental Laws may be required. Analytical work must be performed by qualified laboratories; and where required by law, the laboratories must be certified.

1.4.1 Conformance with the Environmental Management System

Perform work under this contract consistent with the policy and objectives identified in the installation's Environmental Management System (EMS). Perform work in a manner that conforms to objectives and targets of the environmental programs and operational controls identified by the EMS. Support CITY personnel when environmental compliance and EMS audits are conducted by escorting auditors at the Project site, answering questions, and providing proof of records being maintained. Provide monitoring and measurement information as necessary to address environmental performance relative to environmental, energy, and transportation management goals. In the event an EMS

nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, take corrective and preventative actions. In addition, employees must be aware of their roles and responsibilities under the installation EMS and of how these EMS roles and responsibilities affect work performed under the contract.

Coordinate with the installation's EMS coordinator to identify training needs associated with environmental aspects and the EMS, and arrange training or take other action to meet these needs. Provide training documentation to the CITY. The Installation Environmental Office will retain associated environmental compliance records. Make EMS Awareness training completion certificates available to CITY auditors during EMS audits and include the certificates in the Employee Training Records. See paragraph EMPLOYEE TRAINING RECORDS.

1.5 SPECIAL ENVIRONMENTAL REQUIREMENTS

Comply with the special environmental requirements listed here and attached at the end of this section.

1.6 QUALITY ASSURANCE

1.6.1 Preconstruction Survey and Protection of Features

This paragraph supplements the Contract Clause **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**. Prior to start of any onsite construction activities, perform a Preconstruction Confirmation Survey of the project site with the CITY, and take photographs showing existing environmental conditions in and adjacent to the site. Submit a report for the record. Include in the report a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. The Contractor and the CITY will sign this survey report upon mutual agreement regarding its accuracy and completeness. Protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference that their preservation may cause to the work under the Contract.

1.6.2 Regulatory Notifications

Provide regulatory notification requirements in accordance with federal, state and local regulations. In cases where the CITY will also provide public notification (such as stormwater permitting), coordinate with the CITY. Submit copies of regulatory notifications to the CITY within 14 days prior to commencement of work activities. Typically, regulatory notifications must be provided for the following (this listing is not all-inclusive): demolition, renovation, NPDES defined site work, construction, removal or use of a permitted air emissions source, and remediation of controlled substances (asbestos, hazardous waste, lead paint).

1.6.3 Environmental Brief

Provide the following information: types, quantities, and use of hazardous materials that will be brought onto the installation; and types and quantities of wastes/wastewater that may be generated during the Contract. Discuss the results of the Preconstruction Survey at this time.

Prior to initiating any work on site, meet with the CITY and installation Environmental Office to discuss the proposed Environmental Protection Plan (EPP). Develop a mutual understanding relative to the details of environmental protection, including measures for protecting natural and cultural resources, required reports, required permits, permit requirements (such as mitigation measures), and other measures to be taken.

1.6.4 Non-Compliance Notifications

The CITY will notify the Contractor in writing of any observed noncompliance with federal, state or local environmental laws or regulations, permits, and other elements of the Contractor's EPP. After receipt of such notice, inform the CITY of the proposed corrective action and take such action when approved by the CITY. The CITY may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or equitable adjustments allowed for any such suspensions. This is in addition to any other actions the CITY may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

1.7 ENVIRONMENTAL PROTECTION PLAN

The purpose of the EPP is to present an overview of known or potential environmental issues that must be considered and addressed during construction. Incorporate construction related objectives and targets from the installation's EMS into the EPP. Include in the EPP measures for protecting natural and cultural resources, required reports, and other measures to be taken. Meet with the CITY or CITY Representative to discuss the EPP and develop a mutual understanding relative to the details for environmental protection including measures for protecting natural resources, required reports, and other measures to be taken. Submit the EPP within 14 days after notice to proceed and not less than 10 days before the start of construction. Revise the EPP throughout the project to include any reporting requirements, changes in site conditions, or contract modifications that change the project scope of work in a way that could have an environmental impact. No requirement in this section will relieve the Contractor of any applicable federal, state, and local environmental protection laws and regulations. During Construction, identify, implement, and submit for approval any additional requirements to be included in the EPP. Maintain the current version onsite.

The EPP includes, but is not limited to, the following elements:

1.7.1 General Overview and Purpose

1.7.1.1 Descriptions

A brief description of each specific plan required by environmental permit or elsewhere in this Contract such as stormwater pollution prevention plan, spill control plan, solid waste management plan, wastewater management plan, contaminant prevention plan, a historical, archaeological, cultural resources, biological resources and wetlands plan, traffic control plan, Non-Hazardous Solid Waste Disposal Plan, borrowing material plan, etc.

1.7.1.2 Duties

The duties and level of authority assigned to the person(s) on the job site who oversee environmental compliance, such as who is responsible for adherence to the EPP, who is responsible for spill cleanup and training personnel on spill response procedures, who is responsible for manifesting hazardous waste to be removed from the site (if applicable), and who is responsible for training the Contractor's environmental protection personnel.

1.7.1.3 Procedures

A copy of any standard or project-specific operating procedures that will be used to effectively manage and protect the environment on the project site.

1.7.1.4 Communications

Communication and training procedures that will be used to convey environmental management requirements to Contractor employees and subcontractors.

1.7.1.5 Contact Information

Emergency contact information (office phone number, cell phone number, and e-mail address).

1.7.2 General Site Information

1.7.2.1 Drawings

Drawings showing locations of staging areas, material storage areas, structures, sanitary facilities, maintenance of existing storm drains and conveyances, and stockpiles of excess soil.

1.7.2.2 Work Area

Work area plan showing the proposed activity in each portion of the area and identify the areas of limited use or nonuse. Include measures for marking the limits of use areas, including methods for protection of features to be preserved within authorized work areas and methods to control runoff and to contain materials on site, and a traffic control plan.

1.7.2.3 Documentation

A letter signed by an officer of the firm appointing the Environmental Manager (Foreman) and stating that person is responsible for managing and implementing the Environmental Program as described in this contract. Include in this letter the Environmental Manager's authority to direct the removal and replacement of non-conforming work.

1.7.3 Management of Natural Resources

- a. Land resources
- b. Tree protection
- c. Replacement of damaged landscape features
- d. Temporary construction
- e. Fish and benthic resources

1.7.4 Protection of Historical and Archaeological Resources

- a. Objectives
- b. Methods

1.7.5 Stormwater Management and Control

- a. Ground cover
- b. Erodible soils
- c. Temporary measures

- (1) Structural Practices
 - (2) Temporary and permanent stabilization
- d. Effective selection, implementation and maintenance of Stormwater Best Management Practices (BMPs).

1.7.6 Protection of the Environment from Waste Derived from Contractor Operations

Control and disposal of solid and sanitary waste. Control and disposal of hazardous waste.

This item consists of the management procedures for hazardous waste to be generated. The elements of those procedures will coincide with the Installation Hazardous Waste Management Plan. The CONTRACTOR will provide a copy of the Installation Hazardous Waste Management Plan. As a minimum, include the following:

- a. List of the types of hazardous wastes expected to be generated
- b. Procedures to ensure a written waste determination is made for appropriate wastes that are to be generated
- c. Sampling/analysis plan, including laboratory method(s) that will be used for waste determinations and copies of relevant laboratory certifications
- d. Methods and proposed locations for hazardous waste accumulation/storage (that is, in tanks or containers)
- e. Management procedures for storage, labeling, transportation, and disposal of waste (treatment of waste is not allowed unless specifically noted)
- f. Management procedures and regulatory documentation ensuring disposal of hazardous waste complies with Land Disposal Restrictions (40 CFR 268)
- g. Management procedures for recyclable hazardous materials such as lead-acid batteries, used oil, and similar
- h. Used oil management procedures in accordance with 40 CFR 279; Hazardous waste minimization procedures
- i. Plans for the disposal of hazardous waste by permitted facilities; and Procedures to be employed to ensure required employee training records are maintained.

1.7.7 Prevention of Releases to the Environment

Procedures to prevent releases to the environment

Notifications in the event of a release to the environment

1.7.8 Regulatory Notification and Permits

List what notifications and permit applications must be made. Some permits require up to 180 days to obtain. Demonstrate that those permits have been obtained or applied for by including copies of applicable environmental permits. The EPP will not be approved until the permits have been obtained.

1.7.9 Clean Air Act Compliance

1.7.9.1 Haul Route

Submit truck and material haul routes along with a Dirt and Dust Control Plan for controlling dirt, debris, and dust on Installation roadways. As a minimum, identify in the plan the subcontractor and equipment for cleaning along the haul route and measures to reduce dirt, dust, and debris from roadways.

1.7.9.2 Pollution Generating Equipment

Identify air pollution generating equipment or processes that may require federal, state, or local permits under the Clean Air Act. Determine requirements based on any current installation permits and the impacts of the project. Provide a list of all fixed or mobile equipment, machinery or operations that could generate air emissions during the project to the Installation Environmental Office (Air Program Manager).

1.7.9.3 Stationary Internal Combustion Engines

Identify portable and stationary internal combustion engines that will be supplied, used or serviced. Comply with 40 CFR 60 Subpart IIII, 40 CFR 60 Subpart JJJJ, 40 CFR 63 and local regulations as applicable. At minimum, include the make, model, serial number, manufacture date, size (engine brake horsepower), and EPA emission certification status of each engine. Maintain applicable records and log hours of operation and fuel use. Logs must include reasons for operation and delineate between emergency and non-emergency operation.

1.7.9.4 Refrigerants

Identify management practices to ensure that heating, ventilation, and air conditioning (HVAC) work involving refrigerants complies with 40 CFR 82 requirements. Technicians must be certified, maintain copies of certification on site, use certified equipment and log work that requires the addition or removal of refrigerant.

1.7.9.5 Air Pollution-engineering Processes

Identify planned air pollution-generating processes and management control measures (including, but not limited to, spray painting, abrasive blasting, demolition, material handling, fugitive dust, and fugitive emissions). Log hours of operations and track quantities of materials used.

1.7.9.6 Monitoring

For the protection of public health, monitor and control contaminant emissions to the air from Hazardous, Toxic, and Radioactive Waste remedial action area sources to minimize short-term risks that might be posed to the community during implementation of the remedial alternative in accordance with the following.

- a. Perimeter Air Contaminant of Concern (TBD if necessary).

- b. Time Averaged Perimeter Action Levels (TBD if necessary).

Concentration	(TBD if necessary)
Time	(TBD if necessary)

- c. Perimeter Sampling/Monitoring Location[s] (TBD if necessary).
- d. Monitoring Instruments/Sampling and Analysis Methods (TBD if necessary).
- e. Staffing (TBD if necessary).

1.7.9.7 Compliant Materials

Provide the CITY a list of MSDSs for all hazardous materials proposed for use on site. Materials must be compliant with all Clean Air Act regulations for emissions including solvent and volatile organic compound contents, and applicable National Emission Standards for Hazardous Air Pollutants requirements. The CITY may alter or limit use of specific materials as needed to meet installation permit requirements for emissions.

1.8 LICENSES AND PERMITS

Obtain licenses and permits required for the construction of the project and in accordance with FAR 52.236-7. Notify the CITY of all general use permitted equipment the Contractor plans to use on site. This paragraph supplements the Contractor's responsibility under FAR 52.236-7.

- a. The following permits have been obtained by the CITY:
 - (1) **FDEP File No.: 0137939-025 EI, Monroe County**
 - (2) **ACOE File No.: SAJ-2021-00839 (SP-GGM)**
 - (3) **FDEP File No. : 44-0137939-028-EE, Monroe County**
 - (4) **ACOE File No. : SAJ-2023-01683 (GP-MCA)**
 - (5) **FDEP File No. : 0137939-027- EI**
 - (6) **ACOE File No. : SAJ-2021-00839 (RGP-JTS)**

1.9 ENVIRONMENTAL RECORDS BINDER

Maintain on-site a separate three-ring Environmental Records Binder and submit at the completion of the project. Make separate parts within the binder that correspond to each submittal listed under paragraph CLOSEOUT SUBMITTALS in this section.

1.10 SOLID WASTE MANAGEMENT PERMIT

Provide the CITY with written notification of the quantity of anticipated solid waste or debris that is anticipated or estimated to be generated by construction. Include in the report the locations where various types of waste will be disposed or recycled. Include letters of acceptance from the receiving location or as applicable; submit one copy of the receiving location state and local Solid Waste

Management Permit or license showing such agency's approval of the disposal plan before transporting wastes off property.

1.10.1 Solid Waste Management Report

Monthly, submit a solid waste disposal report to the CITY. For each waste, the report will state the classification (using the definitions provided in this section), amount, location, and name of the business receiving the solid waste.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PROTECTION OF BENTHIC and other NATURAL RESOURCES

Minimize interference with, disturbance to, and damage to fish, wildlife, and plants, including their habitats. Prior to the commencement of activities, consult with the Installation Environmental Office, regarding rare species or sensitive habitats that need to be protected. The protection of rare, threatened, and endangered animal and plant species identified, including their habitats, is the Contractor's responsibility. The following species are known and could be affected within the construction area: Corals referenced in the Benthic Resources Report.

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work that is consistent with the requirements of the Installation Environmental Office or as otherwise specified. Confine construction activities to within the limits of the work indicated or specified.

3.1.1 Flow Ways

Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as specified and permitted.

3.1.2 Vegetation

Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the CITY's permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the CITY. Where such use of attached ropes, cables, or guys is authorized, the Contractor is responsible for any resultant damage.

Protect existing trees that are to remain to ensure they are not injured, bruised, defaced, or otherwise damaged by construction operations. Remove displaced rocks from uncleared areas. Coordinate with the CITY and Installation Environmental Office to determine appropriate action for trees and other landscape features scarred or damaged by equipment operations.

3.2 STORMWATER

Generally, do not discharge stormwater from construction sites to the sanitary sewer. If the water is noted or suspected of being contaminated, it may only be released to the storm drain system if the

discharge is specifically permitted. Obtain authorization in advance from the Installation Environmental Office for any release of contaminated water.

3.2.1 Construction General Permit

Under the terms and conditions of the permit, install, inspect, maintain BMPs, prepare stormwater erosion and sediment control inspection reports, and submit SWPPP inspection reports. Maintain construction operations and management in compliance with the terms and conditions of the general permit for stormwater discharges from construction activities.

3.2.1.1 Stormwater Pollution Prevention Plan

Submit a project-specific Stormwater Pollution Prevention Plan (SWPPP) to the CITY for approval, prior to the commencement of work. The SWPPP must meet the requirements of 40 CFR 122.26 and the State General Permit for stormwater discharges from construction sites.

Include the following:

- a. Comply with terms of the FDEP NPDES general permit for stormwater discharges from construction activities. Prepare SWPPP in accordance with state requirements.
- b. Select applicable BMPs from EPA Fact Sheets located at <http://water.epa.gov/polwaste/npdes/swbmp/Construction-Site-StormWater-Run-Off-Control.cfm> or in accordance with applicable state or local requirements.
- c. Include a completed copy of the Notice of Intent, BMP Inspection Report Template, and Stormwater Notice of Termination, except for the effective date.

3.2.1.2 Stormwater Notice of Intent for Construction Activities

Prepare and submit the Notice of Intent for NPDES coverage under the general permit for construction activities to the CITY for review and approval.

Prepare and submit a Notice of Intent as a co-permittee to the CITY, for review and approval.

Submit the approved NOI and appropriate permit fees onto the appropriate federal or state agency for approval. No land disturbing activities may commence without permit coverage. Maintain an approved copy of the SWPPP at the onsite construction office, and continually update as regulations require, reflecting current site conditions.

3.2.1.3 Inspection Reports

Submit "Inspection Reports" to the CITY in accordance with the State of Florida Construction General Permit.

3.2.1.4 Stormwater Pollution Prevention Plan Compliance Notebook

Create and maintain a three ring binder of documents that demonstrate compliance with the Construction General Permit. Include a copy of the permit Notice of Intent, proof of permit fee payment, SWPPP and SWPPP update amendments, inspection reports and related corrective action records, copies of correspondence with the State Permitting Agency, and a copy of the permit Notice of

Termination in the binder. At project completion, the notebook becomes property of the CITY. Provide the compliance notebook to the CITY.

3.2.1.5 Stormwater Notice of Termination for Construction Activities

Submit a Notice of Termination to the CITY for approval once construction is complete and final stabilization has been achieved on all portions of the site for which the permittee is responsible. Once approved, submit the Notice of Termination to the appropriate state or federal agency.

3.2.2 Erosion and Sediment Control Measures

Provide erosion and sediment control measures in accordance with state and local laws and regulations. Preserve vegetation to the maximum extent practicable.

Erosion control inspection reports may be compiled as part of a stormwater pollution prevention plan inspection reports.

3.2.2.1 Erosion Control

Prevent erosion. Stabilize slopes by combination of methods necessary for effective erosion control. Use of hay bales is prohibited.

3.2.2.2 Sediment Control Practices

Implement sediment control practices to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Implement sediment control practices prior to soil disturbance and prior to creating areas with concentrated flow, during the construction process to minimize erosion and sediment laden runoff.

3.2.3 Work Area Limits

Mark the areas that need not be disturbed under this Contract prior to commencing construction activities. Mark or fence isolated areas within the general work area that are not to be disturbed. Protect monuments and markers before construction operations commence. Where construction operations are to be conducted during darkness, any markers must be visible in the dark. Personnel must be knowledgeable of the purpose for marking and protecting particular objects.

3.2.4 Contractor Facilities and Work Areas

Place field offices, staging areas, stockpile storage, and temporary buildings in areas designated on the drawings or as directed by the CITY. Move or relocate the Contractor facilities only when approved by the CITY. Provide erosion and sediment controls for onsite borrow and spoil areas to prevent sediment from entering nearby waters. Control temporary excavation and embankments for plant or work areas to protect adjacent areas.

3.2.5 Municipal Separate Storm Sewer System (MS4) Management

Comply with the Installation's MS4 permit requirements.

3.3 SURFACE AND GROUNDWATER

3.3.1 Cofferdams, Diversions, and Dewatering

NOT USED.

3.3.2 Waters of the United States

Do not enter, disturb, destroy, or allow discharge of contaminants into waters of the United States except as authorized herein. The protection of waters of the United States shown on the drawings in accordance with paragraph LICENSES AND PERMITS is the Contractor's responsibility.

Authorization to enter specific waters of the United States identified does not relieve the Contractor from any obligation to protect other waters of the United States within, adjacent to, or in the vicinity of the construction site and associated boundaries.

3.4 PROTECTION OF CULTURAL RESOURCES

3.4.1 Historical Resources

Existing historical resources within the work area are shown on the drawings. Protect these resources and be responsible for their preservation during the life of the Contract.

3.5 WASTE MINIMIZATION

Minimize the use of hazardous materials and the generation of waste. Include procedures for pollution prevention/ hazardous waste minimization in the Hazardous Waste Management Section of the EPP. Obtain a copy of the installation's Pollution Prevention/Hazardous Waste Minimization Plan for reference material when preparing this part of the EPP. If no written plan exists, obtain information by contacting the CITY. Describe the anticipated types of the hazardous materials to be used in the construction when requesting information.

3.5.1 Salvage, Reuse and Recycle

Identify anticipated materials and waste for salvage, reuse, and recycling. Describe actions to promote material reuse, resale or recycling. To the extent practicable, all scrap metal must be sent for reuse or recycling and will not be disposed of in a landfill.

Include the name, physical address, and telephone number of the hauler, if transported by a franchised solid waste hauler. Include the destination and, unless exempted, provide a copy of the state or local permit (cover) or license for recycling.

3.6 WASTE MANAGEMENT AND DISPOSAL

3.6.1 Wastewater

3.6.1.1 Disposal of wastewater must be as specified below.

3.6.1.1.1 Treatment

Do not allow wastewater from construction activities, such as onsite material processing, concrete curing, concrete clean-up, water used in concrete trucks, and forms to enter water ways or to be

discharged prior to being treated to remove pollutants. Dispose of the construction- related waste water off-CITY property in accordance with 40 CFR 403, state, regional, and local laws and regulations.

3.7 PREVIOUSLY USED EQUIPMENT

Clean previously used construction equipment prior to bringing it onto the project site. Equipment must be free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the U.S. Department of Agriculture jurisdictional office for additional cleaning requirements.

3.8 PETROLEUM, OIL, LUBRICANT (POL) STORAGE AND FUELING

POL products include flammable or combustible liquids, such as gasoline, diesel, lubricating oil, used engine oil, hydraulic oil, mineral oil, and cooking oil. Store POL products and fuel equipment and motor vehicles in a manner that affords the maximum protection against spills into the environment. Manage and store POL products in accordance with EPA 40 CFR 112, and other federal, state, regional, and local laws and regulations. Use secondary containments, dikes, curbs, and other barriers, to prevent POL products from spilling and entering the ground, storm or sewer drains, stormwater ditches or canals, or navigable waters of the United States. Describe in the EPP (see paragraph ENVIRONMENTAL PROTECTION PLAN) how POL tanks and containers must be stored, managed, and inspected and what protections must be provided.

3.8.1 Used Oil Management

Manage used oil generated on site in accordance with 40 CFR 279. Determine if any used oil generated while onsite exhibits a characteristic of hazardous waste. Used oil containing 1,000 parts per million of solvents is considered a hazardous waste and disposed of at the Contractor's expense. Used oil mixed with a hazardous waste is also considered a hazardous waste. Dispose in accordance with paragraph HAZARDOUS WASTE DISPOSAL.

3.8.2 Oil Storage Including Fuel Tanks

Provide secondary containment and overfill protection for oil storage tanks. A berm used to provide secondary containment must be of sufficient size and strength to contain the contents of the tanks plus 5 inches freeboard for precipitation. Construct the berm to be impervious to oil for 72 hours that no discharge will permeate, drain, infiltrate, or otherwise escape before cleanup occurs. Use drip pans during oil transfer operations; adequate absorbent material must be onsite to clean up any spills and prevent releases to the environment. Cover tanks and drip pans during inclement weather. Provide procedures and equipment to prevent overfilling of tanks. If tanks and containers with an aggregate aboveground capacity greater than 1320 gallons will be used onsite (only containers with a capacity of 55 gallons or greater are counted), provide and implement a SPCC plan meeting the requirements of 40 CFR 112. Do not bring underground storage tanks to the installation for Contractor use during a project. Submit the SPCC plan to the CITY for approval.

Monitor and remove any rainwater that accumulates in open containment dikes or berms. Inspect the accumulated rainwater prior to draining from a containment dike to the environment, to determine there is no oil sheen present.

3.9 INADVERTENT DISCOVERY OF PETROLEUM-CONTAMINATED SOIL OR HAZARDOUS WASTES

If petroleum-contaminated soil, or suspected hazardous waste is found during construction that was not identified in the Contract documents, immediately notify the CITY. Do not disturb this material until authorized by the CITY.

3.10 POST CONSTRUCTION CLEANUP

Clean up areas used for construction in accordance with Contract Clause: "Cleaning Up". Unless otherwise instructed in writing by the CITY, remove traces of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. Grade parking area and similar temporarily used areas to conform with surrounding contours.

-- End of Section --

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 REQUIREMENTS

Contract completion includes substantial completion, final inspection after completion, final cleaning, contractor's closeout submittals, and final adjustment of accounts.

1.02 SUBSTANTIAL COMPLETION

A. When Contractor considers work has reached substantial completion, he shall submit to the OWNER the following:

- a. Written notice that the work is substantially complete in accordance with Contract Documents.
- b. A list of items yet to be completed or corrected and explanations thereof.

B. Within a reasonable time upon receipt of such notice, the OWNER will make an inspection, if necessary, to determine the status of completion.

C. Should the OWNER determine that the work is not substantially complete:

- a. The OWNER will promptly notify the Contractor in writing, giving the reasons thereof.
- b. Contractor shall remedy the deficiencies in the work and send a second written notice of Substantial Completion to OWNER.
- c. Upon receipt of the second notice, the OWNER will review the work.

D. When the OWNER finds that the Work is substantially complete he will issue a Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final inspection.

1.03 FINAL INSPECTION AFTER COMPLETION

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

- a. Contract Document requirements have been met.
- b. Work has been inspected for compliance with Contract Documents.
- c. Work has been completed in accordance with Contract Documents.
- d. All minor deficiencies have been corrected or completed and the Work is ready for final inspection.
- e. Project record documents are complete and submitted.

- B. Within a reasonable time upon receipt of such certification, the OWNER will make an inspection to verify the status of completion.
- C. Should the OWNER determine that the work is incomplete or defective:
 - a. The OWNER will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - b. Contractor shall remedy the deficiencies in the work and send a second written certification to the OWNER that the work is complete.
 - c. Upon receipt of the second certification, the OWNER will review the Work.
- D. When the OWNER determines that the work is acceptable, under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.04 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Project Record Documents
 - a. At Contract Closeout, submit documents with transmittal letter containing date, project title, Contractor's name and address, list of documents, and signature of Contractor.
 - b. Changes made by Field Order or by Change Order.
- B. Evidence of payment and Release of Liens.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the OWNER.
- B. Statement shall reflect all adjustments to the Contract Sum.
 - a. The original Contract sum.
 - b. Additions and deductions resulting from:
 - Previous change orders or written amendment.
 - Allowances
 - Unit prices
 - Deductions for uncorrected work.
 - Deductions for liquidated damages
 - Other adjustments
 - c. Total contract sum as adjusted
 - d. Previous payments
 - e. Sum remaining due

SECTION 01 74 19

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

PART 1 GENERAL

1.1 CITY POLICY

CITY policy is to apply sound environmental principles in the design, construction and use of facilities. As part of the implementation of that policy: (1) practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse. If possible, divert project solid waste from the landfill.

1.2 MANAGEMENT

Develop and implement a waste management program. Take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort. Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work. In the management of waste, consider the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. Implement any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling accrue to the Contractor. Appropriately permit firms and facilities used for recycling, reuse, and disposal for the intended use to the extent required by federal, state, and local regulations. Also, provide on-site instruction of appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

1.3 MEETINGS

If necessary, conduct Construction Waste Management meetings. After award of the Contract and prior to commencement of work, schedule and conduct a meeting with the CITY to discuss the proposed Waste Management Plan and to develop a mutual understanding relative to the details of waste management. The requirements for this meeting may be fulfilled during the coordination and mutual understanding meeting outlined in Section QUALITY CONTROL. At a minimum, discuss environmental and waste management goals and issues at the following additional meetings:

- a. Pre-bid meeting.
- b. Preconstruction meeting.
- c. Regular site meetings.
- d. Work safety meetings.

1.4 WASTE MANAGEMENT PLAN

Submit a waste management plan within 15 days after notice to proceed and not less than 10 days before the preconstruction meeting. The plan demonstrates how to meet the project waste diversion goal. Also, include the following in the plan:

- a. Name of individuals on the Contractor's staff responsible for waste prevention and management. (FOREMAN)
- b. Actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.
- c. Description of the regular meetings to be held to address waste management.
- d. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site and equipment to be used for processing, sorting, and temporary storage of wastes.
- e. Characterization, including estimated types and quantities, of the waste to be generated.
- f. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.
- g. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity. Include the name, location, and phone number for each reuse facility to be used, and provide a copy of the permit or license for each facility.
- h. List of specific waste materials that will be salvaged for resale, salvaged and reused on the current project, salvaged and stored for reuse on a future project, or recycled. Identify the recycling facilities by name, location, and phone number, including a copy of the permit or license for each facility.
- i. Identification of materials that cannot be recycled/reused with an explanation or justification, to be approved by the CITY.
- j. Description of the means by which any waste materials identified in item (h) above will be protected from contamination.
- k. Description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site).
- l. Anticipated net cost savings determined by subtracting Contractor program management costs and the cost of disposal from the revenue generated by sale of the materials and the incineration and/or landfill cost avoidance.

Revise and resubmit Plan as required by the CITY. Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting project cumulative waste diversion requirement. Distribute copies of the Waste Management Plan to each subcontractor, the Quality Control Manager, and the CITY.

1.5 RECORDS

Maintain records to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. Make the records

available to the CITY during construction, and deliver to the CITY upon completion of the construction, a copy of the records.

1.6 COLLECTION

Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvagability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management and clearly and appropriately identify them. Provide materials for barriers and enclosures around recyclable material storage areas which are nonhazardous and recyclable or reusable. Locate out of the way of construction traffic. Provide adequate space for pick-up and delivery and convenience to subcontractors. Recycling and waste bin areas are to be kept neat and clean, and handle recyclable materials to prevent contamination of materials from incompatible products and materials. Clean contaminated materials prior to placing in collection containers. Use cleaning materials that are nonhazardous and biodegradable. Handle hazardous waste and hazardous materials in accordance with applicable regulations and coordinate with Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS. Separate materials by one of the following methods:

1.6.1 Source Separated Method.

Separate waste products and materials that are recyclable from trash and sorted as described below into appropriately marked separate containers and then transported to the respective recycling facility for further processing. Deliver materials in accordance with recycling or reuse facility requirements (e.g., free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process). Separate materials into the following category types as appropriate to the project waste and to the available recycling and reuse programs in the project area:

- a. Land clearing debris.
- b. Asphalt.
- c. Concrete and masonry.
- d. Metal (e.g. banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, lead brass, bronze).
 - (1) Ferrous.
 - (2) Non-ferrous.
- e. Wood (nails and staples allowed).
- f. Debris.
- g. Paper.
 - (1) Bond.
 - (2) Newsprint.
 - (3) Cardboard and paper packaging materials.
- h. Non-hazardous paint and paint cans.
- i. Beverage containers.

1.6.2 Co-Mingled Method.

Place waste products and recyclable materials into a single container and then transport to a recycling facility where the recyclable materials are sorted and processed.

1.6.3 Other Methods.

Other proposed methods may be used when approved by the CITY.

1.7 DISPOSAL

Control accumulation of waste materials and trash. Recycle or dispose of collected materials off-site at intervals approved by the CITY and in compliance with waste management procedures. Except as otherwise specified in other sections of the specifications, dispose of in accordance with the following:

1.7.1 Reuse.

Give first consideration to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Coordinate reuse with the CITY. Consider sale or donation of waste suitable for reuse.

1.7.2 Recycle.

Recycle waste materials not suitable for reuse, but having value as being recyclable. Arrange for timely pickups from the site or deliveries to recycling facilities in order to prevent contamination of recyclable materials.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 022150

**SECTION 022150
PROTECTION OF EXISTING STRUCTURES**

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall furnish all labor, equipment, and materials for protecting existing structures during construction, and for monitoring and documenting the effectiveness of said protection.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01 33 00 – Submittals Procedures
 - 2. SECTION 01 32 00 - Construction Video and Photographs

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. See the various paragraphs for the specified standard. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
- B. All applicable local (City, County, Village, Town, Tribe, etc.) codes, regulations, ordinances, and standards.
- C. Florida Department of Transportation (FDOT)
 - 1. Standard Specifications for Road and Bridge Construction.

1.03 DEFINITIONS:

- A. Existing Nearby Facilities at Risk (ENFAR): the collective name of any and all nearby buildings, structures, facilities, utilities, property, access roads, levees, and others located within or adjacent to the Site that could receive seismic motion greater than one-half inch per /second (or a more stringent velocity required by a permit or agency) and could be at risk for being damaged from ground vibrations due to construction.

1.04 SUBMITTALS: The CONTRACTOR shall provide the following Compliance Submittals in accordance with SECTION 01 33 00, which are required:

- A. A complete list of all applicable rules and regulations with which they must comply.
- B. Pre-Construction Condition Video & Photographic Survey and Vibration Monitoring and Control:
 - 1. The CONTRACTOR shall submit a Pre-Construction Condition video survey, not less than ten (10) days prior to commencing construction operations.
 - 2. The CONTRACTOR shall schedule and conduct a pre-construction condition survey. The CONTRACTOR shall provide one (1) person from its organization and its specialist on

vibration control who meets the qualifications of Article 1.05 to organize and lead a team, with the CITY and a representative of each ENFAR, in making a pre-construction condition survey. At a minimum, each ENFAR shall be inspected and its condition documented. The following is a list of each ENFAR specific to this Project for which a pre-construction inspection and report is mandatory whether the ENFAR criteria are met or not: All edifices within 50 LF of driving activity.

3. A survey method acceptable to the CONTRACTOR's insurance company shall be used. Damage resulting from construction is the CONTRACTOR's responsibility. The CONTRACTOR shall notify the CITY and occupants of nearby buildings at least 24 hours before the start of construction.
4. Fourteen (14) days before start of construction, the CONTRACTOR shall submit the name and qualifications of the vibration specialist including the following:
 - a. Project names, description, locations, and dates of services performed.
 - b. Name and phone number of owner/agency contact who can verify the experience of the specialist.
5. The CONTRACTOR shall control vibrations and monitor each operation with approved seismographs and monitoring equipment located at acceptable locations when constructing near buildings, structures, or utilities that may be subject to damage from vibrations. When vibration damage to buildings, structures, or utilities is possible, use seismographs capable of recording particle velocity for three mutually perpendicular components of vibration. The vibration specialist shall interpret the seismograph records to ensure that the data is effectively used in the control of the operations.

C. The Pre-construction condition survey document shall include at a minimum:

1. A map of the Project Site with areas of concern highlighted.
2. Videotaped or photographically documented existing conditions, and instances of preexisting cracks or other defects. The documentation shall clearly identify each item. Documentation shall describe the location, the direction from which the photo was taken, and dates. Documentation shall include a narrative of each issue. CONTRACTOR shall note the condition of the existing structures and shall locate and identify any areas where bulging, sloughing, cracking, or existing damage is observed.
3. Actual measured horizontal and vertical dimensions (not estimated dimensions) from the nearest operations to surveyed properties, structures, levees, utilities or facilities. The CONTRACTOR is required to have a Professional Land Surveyor registered in the State of Florida supervise the measurements and recording of this information.
4. Pertinent diaries or logs of conversations with owners related to the pre-construction condition of the inspected ENFAR's.
5. The CONTRACTOR shall clearly document existing conditions.

D. Seismic Monitoring Records:

1. The records shall be clearly tied to specific construction events and include instrument identification, locations, dates, and times with tabulated and summarized results.

E. Damage Investigation Survey Document:

1. Within seven (7) calendar days of any WORK event causing damage to any property a survey shall be conducted. Such survey shall include as a minimum:
 - a. Detailed description of the damage, including videotape or photographic

documentation.

b. Name, address and telephone number of the Owner of the damaged property, structures, levees, utilities or facilities. The CITY will supply a master list of adjacent property owner information.

c. Evaluation of the cause of the damage and measures taken or to be taken to prevent recurrence.

2. The CONTRACTOR shall supplement this report on a bi-weekly basis (or other time period as determined by the CITY) until the damage is repaired or otherwise made whole.

3. The CONTRACTOR shall submit an overview of the damage survey results including the status of any damage events, within 30 calendar days of the completion of all construction operations.

F. **Damage Inspection Survey:**

1. The CONTRACTOR shall perform Damage Inspection surveys to detect any effects resulting from construction operations.

2. The CONTRACTOR shall submit Damage Inspection survey, photographs, and other finalized data to the CITY.

3. The CITY shall inspect the properties, levees, structures, facilities and utilities after receipt of the report to verify the accuracy of the survey. Florida Department of Transportation (FDOT), Florida Power & Light (FPL) or other property or utility owners may inspect their structures, facilities, levees or utilities. Any damaged areas, which were not specifically identified in the pre-construction survey narrative and photographs, shall be deemed to have been caused by the construction operations. The CONTRACTOR shall be responsible for required repairs at no additional cost to the CITY.

1.05 QUALIFICATIONS:

A. **Vibration Control Specialist.** The CONTRACTOR shall utilize a vibration control specialist who is permitted and licensed in the State of Florida with at least five (5) consecutive years of experience in vibration monitoring with at least three (3) projects per year as specified in Article 1.04.

1.06 RESPONSIBILITIES:

A. The CONTRACTOR shall include in its bid consideration in its progress schedule for time it takes to obtain permits, permit revisions and inspections from the issuing entities.

B. The CONTRACTOR shall obtain copies of all applicable codes, regulations, laws and ordinances and keep them in its on-site project file.

1.07 CERTIFICATIONS AND TESTING: (Not Used)

1.08 INSPECTION COORDINATION: (Not Used)

PART 2 - PRODUCTS

2.01 MATERIALS ENCOUNTERED:

A. Materials to be encountered include geologic formations for which the CONTRACTOR has determined appropriate methods for achieving required grades, loosening material, and fragmenting according to gradation requirements. The CONTRACTOR shall ensure in its bid that it has considered all the potential expenses related to the construction required to comply with the industry regulations and with requirements of the plans and specifications.

PART 3 - EXECUTION

3.01 GENERAL:

- A. The CONTRACTOR shall be responsible for any damage to existing properties, utilities, structures, facilities, levees or access roads due to construction activities. The CONTRACTOR shall expediently repair (within 30 days or as directed by the CITY) at no additional expense. Upon the circumstance of damage:
 - 1. The CONTRACTOR shall stop construction operations.
 - 2. The CONTRACTOR shall provide the required damage survey.
 - 3. The CONTRACTOR shall undertake to rectify the damage.
 - 4. The CONTRACTOR shall revise, resubmit, and obtain the CITY's acceptance, and any required third-party acceptance, on the appropriate construction methods before any further WORK is undertaken.
- B. The CONTRACTOR shall have the sole responsibility for the safety of all WORK activities including labor, materials handling, shipment, storage, and equipment.
- C. No time extensions will be made, nor will additional compensation be made for delays or other circumstances related to unacceptable WORK.
- D. The CONTRACTOR shall take precautions to preserve the materials outside the lines of excavation in an undisturbed condition.

3.02 COORDINATION WITH THIRD PARTIES WITH RESPECT TO CONSTRUCTION:

- A. Critical properties, public utilities, levees, structures or facilities may lie close to construction areas associated with this Project. During Project development agreements may have been made between the CITY and relevant third parties. Some of these agreements will guide, restrict and affect the CONTRACTOR's activities. The following list includes the affected parties, and conditions, restrictions, timeframes, issues and consequences that the CONTRACTOR must consider in his bid for both costs and scheduling. The CONTRACTOR shall be responsible for plan implementation and effectiveness while accommodating such agreements. There will be no extra compensation for activities the CONTRACTOR must pursue to satisfy the conditions.

3.03 TURBIDITY AND EROSION CONTROL:

- A. The CONTRACTOR shall install turbidity and erosion control devices in accordance with the plans prior to start of construction.

3.04 SITE PREPARATION:

- A. Vibration Control: The CONTRACTOR shall provide a minimum of three (3) seismographs sufficient to measure and record ground movements caused by construction. The seismographs shall be placed at locations to include, but not limited to, the nearest properties, buildings, structures, levees, or utilities, and such locations are to be approved by the CITY:
 - 1. Seismograph operators shall be qualified personnel capable of setting up instruments at designated locations and efficiently recording the construction. Construction shall be controlled in such a manner that the maximum ground vibration level at any structure which is vulnerable to damage shall not exceed a zero-to-peak particle velocity of one-half inch per /second or any more stringent permit or regulatory agency requirement.
 - 2. The instrumentation shall record three (3) orthogonal components (vertical, radial, and transverse

with respect to the location of the construction) of particle velocity direct (or shall have sufficient resolution of acceleration or displacement such that particle velocity can be readily and accurately determined from the records). The instantaneous vector sum of the three (3) directional components of vibration will be used to compute the maximum vibration level. A written memorandum of vibration intensity shall be submitted within 24 hours when specifically requested by the CITY, or without request when such intensity exceeds a peak particle velocity of one and one-half inch per second.

END OF SECTION 022150

SECTION 06 15 33

WOOD DECKING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Wood decking.
 2. Support framing for elevated decks.

1.2 ACTION SUBMITTALS

- A. Product Data: For **preservative-treated wood products and metal framing anchors**.

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates:
1. For lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by ALSC's Board of Review.
 2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.
- B. Evaluation Reports: For the following, from ICC-ES:
1. Preservative-treated wood products.
 2. Metal framing anchors.
 3. Decking fasteners.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

- A. Comply with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.
1. Factory mark each item with grade stamp of grading agency.
 2. For items that are exposed to view in the completed Work, **omit grade stamp and provide certificates of grade compliance issued by grading agency**.
 3. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content:

1. Decking: 18 percent.
2. Framing: 19 percent.

2.2 WOOD DECKING

A. Dimension Lumber Decking: Premium grade and the following species:

1. Ipe

B. Board **Decking: 1-1/4-inch** actual thickness radius-edged decking of the following species and grades:

1. Premium Grade Ipe.

C. Store decking timber in a well ventilated area out of direct sunlight.

2.3 DIMENSION LUMBER FRAMING

A. Deck Framing: **No. 1** grade and the following species:

1. Southern yellow pine; SPIB.

B. Deck Framing: Any grade with a modulus of elasticity of at least **1,500,000 psi** and an extreme fiber stress in bending of the following values:

1. 2"x4" – Fb = 1,500 psi min
2. 2"x6" – Fb = 1,250 psi min
3. 2"x8" – Fb = 1,000 psi min
4. 2"x10" – Fb = 975 psi min

C. Deck Framing:

1. All wood members shall be marine lumber CCA treated, 2.50pcf, in accordance with AWPA C3 and C18.

2.4 POSTS

A. Reference specification 316219 – Timber Piles

2.5 PRESERVATIVE TREATMENT

A. Pressure treat framing timber waterborne preservative according to AWPA U1; Use Category UC3b.

B. Preservative Chemicals:

1. All wood members shall be marine lumber CCA treated, 2.50pcf, in accordance with AWWPA C3 and C18.
- C. Use process that includes water-repellent treatment.
- D. Use process that does not include water repellents or other substances that might interfere with application of indicated finishes.
- E. After treatment, redry framing timber to 19 percent maximum moisture content.
- F. Mark treated wood with treatment quality mark of an inspection agency approved by ALSC's Board of Review.
 1. For items indicated to receive a stained or natural finish, **omit marking and provide certificates of treatment compliance issued by inspection agency.**
- G. Application: **Treat items indicated on Drawings and the following:**
 1. Framing members.

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide deck screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.
 1. Use 316 **stainless steel fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329** unless otherwise indicated.
 2. For pressure-preservative-treated wood, use 316 stainless steel fasteners.
 3. For **wood** decking, use 316 stainless steel #10 square drive deck screws, pre-drilled and counter sunk at each stringer.
- B. Postinstalled Anchors: Stainless steel, chemical or torque-controlled expansion anchors with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing according to ASTM E488 conducted by a qualified independent testing and inspecting agency.
 1. Stainless steel bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2.

2.7 METAL FRAMING ANCHORS

- A. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those of basis-of-design products. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, **Type 316.**

2.8 CONCEALED DECKING FASTENERS

- A. Deck Splines: Corrosion-resistant metal or plastic splines that fit in grooves routed into the sides of decking material and are fastened to deck framing with screws. Splines provide uniform spacing of decking material.
- B. Deck Clips: Black-oxide-coated, stainless steel clips designed to be fastened to deck framing with screws, and to secure decking material with teeth that also provide uniform spacing of decking material.
- C. Deck Tracks: Formed metal strips designed to be fastened to deck framing and to secure decking material from underside with screws. Made from stainless steel.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.
- B. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.
- C. Install wood decking with crown up (bark side down).
- D. Install plastic lumber to comply with manufacturer's written instructions.
- E. Secure decking to framing with 316 stainless steel #10 square drive deck **screws**.
- F. Install metal framing anchors to comply with manufacturer's written instructions.
- G. Do not splice structural members between supports unless otherwise indicated.
- H. Apply copper naphthenate field treatment to comply with AWPA M4, to cut surfaces of preservative-treated lumber.
- I. Apply ipe end grain sealer to the ends of freshly cut ipe timber.
- J. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. ICC-ES AC70 for power-driven fasteners.
 - 2. "Fastening Schedule" in ICC's International Building Code.
 - 3. "Fastener Schedule for Structural Members" and "Alternate Attachments" in ICC's International Residential Code for One- and Two-Family Dwellings.

3.2 INSTALLATION OF ELEVATED DECK JOIST FRAMING

- A. General: Install joists with crown edge up and support ends of each member with not less than 3 inches of bearing. Attach floor joists where framed into wood supporting members by using wood ledgers as indicated or, if not indicated, by using metal joist hangers. Do not notch joists.
- B. Lap members framing from opposite sides of beams or girders not less than 4 inches or securely tie opposing members together.

-- END OF SECTION --

SECTION 02455

TIMBER PILES

PART 4 - GENERAL

4.1 SUMMARY

- A. Section includes round timber piles.

4.2 UNIT PRICES

- A. Contract Sum: Base Contract Sum on number and dimensions of piles indicated from tip to cutoff, plus not less than 12 inches of overlength for cutting piles at cutoff elevations.
- B. Work of this Section is affected as follows:
 - 1. Additional payment for pile lengths in excess of that indicated, and credit for pile lengths less than that indicated, is calculated at unit prices stated in the Contract, based on net addition or deduction to total pile length as determined by Architect and measured to nearest 12 inches.
 - a. Additional payment for splices required to extend pile lengths in excess of that indicated is calculated at unit prices stated in the Contract.
 - 2. Additional payment for number of piles in excess of that indicated, and credit for number of piles less than that indicated, is calculated at unit prices stated in the Contract.
 - 3. Unit prices include labor, materials, tools, equipment, and incidentals for furnishing, driving, cutting off, capping, and disposing of cutoffs.
 - 4. Test piles that become part of permanent foundation system are considered as an integral part of the Work.
 - 5. No payment is made for rejected piles, including piles driven out of tolerance, defective piles, or piles damaged during handling or driving.

4.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Schooner Docks in the Key West Bight.

4.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For timber piles. Show fabrication and installation details for piles, including details of driving shoes, tips or boots, and pile butt protection.

4.5 INFORMATIONAL SUBMITTALS

- A. Round timber pile treatment data.
- B. Pile-Driving Equipment Data: Include type, make, and rated energy range; weight of striking part of hammer; weight of drive cap; and, type, size, and properties of hammer cushion.
- C. Pile-driving records.
- D. Field quality-control reports.

4.6 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store piles at Project site to prevent breaks, cuts, abrasions, or other physical damage and as required by AWPA M4. Do not drill holes or drive spikes or nails into pile below cutoff elevation.

PART 5 - PRODUCTS

5.1 TIMBER PILES

- A. Round Timber Piles: ASTM D25, unused, clean peeled, one piece from butt to tip; of the following species and size basis:
 - 1. Manufacturers: Subject to compliance with requirements.
 - 2. Species: **Southern yellow pine**. No greenheart piles shall be permitted.
 - 3. Size Basis: **Butt circumference 12-inch**.
- B. Pressure-treat round timber piles according to AWPA U1 as follows:
 - 1. Service Condition: **UC5C Marine Use Southern Waters**
 - 2. Treatment: 2.5 pcf Chromated Copper Arsenate (CCA) or 2.5 pcf Alkaline Copper Quaternary (ACQ).

5.2 PILE ACCESSORIES

- A. Driving Shoes: Fabricate from ASTM A1011/A1011M, hot-rolled carbon-steel strip to suit pile-tip diameter.

5.3 FABRICATION

- A. Pile Tips: Cut and shape pile tips to accept driving shoes. Fit and fasten driving shoes to pile tips according to manufacturer's written instructions.
- B. Pile Butt: Trim pile butt and cut perpendicular to longitudinal axis of pile. Chamfer and shape butt to fit tightly to driving cap of hammer.

- C. Field-Applied Wood Preservative: Treat field cuts, holes, and other penetrations according to AWWPA M4.
- D. Pile-Length Markings: Mark each pile with horizontal lines at 12-inch intervals; label the distance from pile tip at 60-inch intervals. Maintain markings on piles until driven.

PART 6 - EXECUTION

6.1 DRIVING PILES

- A. General: Continuously drive piles to elevations or penetration resistance indicated. Establish and maintain axial alignment of leads and piles before and during driving.
- B. Heaved Piles: Redrive heaved piles to tip elevation at least as deep as original tip elevation with a driving resistance at least as great as original driving resistance.
- C. Driving Tolerances: Drive piles without exceeding the following tolerances, measured at pile heads:
 - 1. Location: 4 inches from location indicated after initial driving, and 6 inches after pile driving is completed.
 - 2. Plumb: Maintain 1 inch in 48 inches from vertical, or a maximum of 4 inches, measured when pile is aboveground in leads.
 - 3. Batter Angle: Maximum 1 inch in 48 inches from required angle, measured when pile is aboveground in leads.
- D. Withdraw damaged or defective piles and piles that exceed driving tolerances and install new piles within driving tolerances. Fill holes left by withdrawn piles as directed by Engineer.
- E. Cut off butts of driven piles square with pile axis and at elevations indicated.
 - 1. Cover cut-off piling surfaces with HDPE Pile Cap.
- F. Pile-Driving Records: Maintain accurate driving records for each pile compiled and attested to by a qualified professional engineer.

6.2 FIELD QUALITY CONTROL

- A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:
 - 1. Pile foundations.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Tests and Inspections:

1. Dynamic Pile Testing: High-strain dynamic monitoring shall be performed and reported according to ASTM D4945 during initial driving and during restriking on 50 percent of piles.

-- END OF SECTION --

PART 5

SUPPLEMENTAL INFORMATION / DRAWINGS

MATERIALS & LOCATIONS LIST

Harbor Walk (Pier L)	Component	Size	Qty	Location/Note (if needed)
	3x8 H-Lumber	Varies	20	L38, 46, 49, 50, 51, 52, 53, 57, 58, 59, 60, 61, 62, 63, 64, 65, 69
	3X8 D-LUMBER	VARIES	5	L53, 54, 59, 60, 69
	26" SS All-thread bolt	1/2" DIA	26	L5, 6, 7, 10, 11, 12, 17, 25, 34, 46, 48, 51, 52, 53, 55, 61, 62, 63, 66, 67, 72, 85, 86, 87, 88, 89, 91, 98
	SS Nut (Washer)	1/2" DIA	26	At all specified SS threaded bolt locations
	12" DIA PILE	12"	16	L5, 6, 7, 10, 11, 12, 17, 25, 34, 46, 48, 51, 52, 53, 67, 72
	All components required for Boathouse Cantilever Walkway Repairs			

Dock H1	Component	Size	Qty	Location/Note (if needed)
	3x8 H-Lumber	10'	9	H1-2, 1-5, 1-10, 1-11, 1-13, 1-14
	3X8 D-LUMBER	10'	5	H1-2, 1-24, 1-19, 1-18
	26" SS All-thread bolt	1/2" DIA	24	H1-2, 1-3, 1-6, 1-7, 1-16, 1-17, 1-19 1-21, 1-22, 1-23, 1-26, 1-28
	SS Nut (Washer)	1/2" DIA	24	At all specified SS threaded bolt locations
	12" DIA PILE	12"	11	H1-2, H1-3, H1-6, H1-7, H1-16, H1-17, H1-19, H1-22, H1-23, H1-26, H1-28
Dock H2	3x8 H- Lumber	10'	7	H2-1, 2-2, 2-7, 2-8, 2-10
	3X8 D-LUMBER	10'	4	H2-2, 2-5, 2-8
	26" SS All-thread bolt	½" dia	14	H2-1, 2-8, 2-10, 2-12, 2-13, 2-16, 2-19
	SS Nut (washer)	½" dia	14	At all specified SS threaded bolt locations
	12" DIA PILE	12"	7	H2-1, H2-8, H2-10, H2-12, H2-13, H2-16, H2-19
	All components required for H2 dock extension			
Dock H3	3x8 H-Lumber	10'	4	H 3-12, 3-11,
	3x8 D-Lumber	12'	4	H3-3, 3-12, 3-11
	26" SS All-thread bolt	1/2" DIA	14	H3-4, 3-5, 3-6, 3-10, 3-11, 3-14, 3-16
	SS Nut (Washer)	1/2" DIA	14	At all specified SS threaded bolt locations
	12" DIA PILE	12"	4	H3-4, H3-10, H3-14, H3-16

Dock G	Component	Size	Qty	Location/Note (if needed)
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	12" DIA Pile	Per contractor	10	G-1, 2, 3, 4,5, 6, 7, 8, 9, 10
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Dock F	Component	Size	Qty	Location/Note (if needed)
	3x8 H-Lumber	15'	3	F-6, 16, 14
	3X8 D-LUMBER	10'	2	F-3
	26" SS All-thread bolt	½" dia	8	F-3, F-5, F-6,F-10
	SS Nut (Washer)	1/2" DIA	8	At all specified SS threaded bolt locations
	12" DIA PILE	12"	4	F3, 5, 6, 10

Dock E	Component	Size	Qty	Location/Note (if needed)
	3x8 H-Lumber	10'	0	
	3x8 D-Lumber	10'	1	EC22
	26" SS All-thread bolt	1/2" DIA	84	EC-7-26, E-11, E-12, E-13-31
	SS Nut (Washer)	1/2" DIA	84	At all specified SS threaded bolt locations
	12" DIA PILE	12"	30	E2, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30A, 33, 34, 35, 36, 37, 39A, 40, 41, 47, 49
	14" DIA PILE	14"	14	EC-1, 2, 3, 4, 5, 6, 12, 18
	Concrete Grout Mix & Rebar	Per contractor's estimate		

Dock D	Component	Size	Qty	Location/Note (if needed)
	12" DIA Pile	12"	33	D2, 6, 7, 9, 10, 11, 12,15, 16, 18, 30, 31, 33, 45, 50, 55, 56, 66, 71, 74, 76, 79, 81, 85, 95, 98, 103, 110, 118, 126, 133, 135
	3x8 H-Lumber	11'	20	D-6, 8, 10, 11, 12, 13, 24, 28, 32, 41, 42, 43, 47, 48, 49, 50,116
	3x8 D-Lumber	13'	8	D-28, 41, 43, 47, 48, 49
	26" SS All-thread bolt	1/2" DIA	80	D6, 7, 9, 10,11,12, 13, 14, 15, 16,17,18, 28, 30,31,33,41, 45, 47, 49, 50, 56,72, 85,92, 95, 98,103,107, 110, 111, 118, 125, 126, 127, 128, 133, 134, 135,138
SS Nut (Washer)	1/2" DIA	80	At all specified SS threaded bolt locations	

Dock C + Fuel Dock	Component	Size	Qty	Location/Note (if needed)
	12" DIA Pile	12"	28	M7, 9, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 28, 29, 30, 31, 32, 33,

				35, 39, 40, 42, 47, 51, 52, 53, 55, 56
	3x8 H-Lumber	12'	34	M-3, 6, 7, 13, 14, 15, 16, 20, 23, 24, 28, 31, 32, 39, 40, 43, 50, 52, 53, 54, 56, 57, 58, 59, 62
	3x8 D-Lumber	14'	10	M-15, 16, 19, 20, 24, 29, 31, 35
	26" SS All-thread bolt	1/2" DIA	96	M3(2), 4(2), 5(2), 6(2), 7, 7(2), 8(2), 9, 9(2), 12(2), 14, 14(2), 15, 15(2), 16, 17, 18, 19, 20, 21, 22, 23, 24, 29, 28, 30, 31, 32, 33, 35, 39, 40, 42, 47, 50, 51, 52, 52(2), 53, 53(2), 54(2), 55, 55(2), 56(2), 58(2), 61A, 62, 62A
	SS Nut (Washer)	1/2" DIA	96	At all specified SS threaded bolt locations

**ENGINEERING PLANS AND ENVIRONMENTAL PERMITS FOR KEY WEST BIGHT
PILING REPLACEMENT, EXTENSION OF H2 DOCK, AND REPAIR OF BOATHOUSE
CANTILEVER WALKWAY**