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PART 1

BIDDING REQUIREMENTS

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## INVITATION TO BID

Sealed Bids for **ITB #21-007 GENERAL UTILITY AND INFRASTRUCTURE SERVICES CONTRACT**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street, Key West, Florida until **3:00 p.m.**, local time, on **May 12, 2021**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

This contract is an indefinite quantities contract for needed construction and repairs. The project contemplated consists of items of work required for the repair and replacement of storm and sanitary sewer systems, paving, sidewalks and other miscellaneous municipal infrastructure work for a contract time of three years, with an option to extend for two years, at unit prices stated in the proposal plus CPI increases. The City of Key West will establish the locations and scope of work, as repair work becomes necessary. Work Order will identify the scope for each specific project.

One (1) original and two (2) USB drives in PDF format with file name "Company – GUIC 21-007" are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB #21-007 GENERAL UTILITIES AND INFRASTRUCTURE SERVICES CONTRACT," addressed and delivered to the City Clerk at the address noted above.

Drawings and specifications may be obtained from Demand Star by Onvia or the City of Key West. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712, and the city website [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov).

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

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

- A. City of Key West Tax License Receipt.
- B. A valid Certificate of Competency by the Chief Building Official of Key West, Florida.

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

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

For information concerning the proposed work or for an appointment to visit the site of the proposed work, contact John Paul Castro, Utilities Director, at (305) 809-3902.

The City of Key West 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 this award.

At the time of the bid submittal, the Bidder must provide satisfactory documentation of such State, County and City licenses, as would be required. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary, or, (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

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**END OF SECTION**

## 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 ENGINEER, in writing (at least ten (10) working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The OWNER will not be responsible for any other explanation or interpretations of said Documents.

#### C. DRAWINGS

Drawings and/or details applicable to each project will accompany each work order.

### 2. GENERAL DESCRIPTION OF THE PROJECT

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

### 3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the OWNER. Bidders must hold or obtain all licenses or certificates required by State of Florida Statutes, in order to bid and perform the work specified herein.

### 4. BIDDER'S UNDERSTANDING

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

accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

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

Investigations conducted by the ENGINEER of subsurface conditions were made for the purpose of study and design and neither the OWNER nor the ENGINEER assumes any responsibility whatever in respect to the sufficiency or accuracy of borings or of the logs of test borings or of other investigations that have been made or of the interpretations made thereof and there is no warranty or guarantee either expressed or implied that the conditions indicated by such investigations are representative of those existing throughout such area or any part thereof or that unforeseen developments may not occur.

Logs of test borings, geotechnical reports, or topographic maps showing a record of the data obtained by the ENGINEER's investigations of surface and subsurface conditions that are made available shall not be considered a part of the Contract Documents, said logs representing only the opinion of the ENGINEER as to the character of the materials encountered by him in his investigations and are available only for the convenience of the Bidders.

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

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

5. TYPE OF BID

UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. Unit prices shall be submitted for all items of work set forth in the Proposal. 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 Work Order.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the Proposal form must be filled in, 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 Proposal 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 Proposal 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 Proposal for work contemplated; all Proposal in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his Bid in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts 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. INDEFINITE QUANTITIES

This is an "Indefinite Quantities" Contract with no fixed Contract price. The actual amount of work to be performed and the time of such performance will be determined by the OWNER or his properly authorized representative who will issue written Work Orders to the CONTRACTOR. The only work authorized under this Contract is that which is performed upon receipt of such a Work Order.

The Bidder shall not plead misunderstanding or deception because such listed quantities do not correspond with actual quantities. It is understood that the quantities may be increased or decreased as required to fulfill the OWNER's needs for installation, repair, and replacement of infrastructure throughout the full term of this Contract.

D. SPECIAL BIDDING REQUIREMENTS

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

The successful Bidder shall maintain a yard and office within the Lower Keys (west of the Seven-Mile Bridge). All equipment required for the work shall be available at that site. If the CONTRACTOR does not have this equipment at his yard he may obtain it by lease, rent, subcontract, or from another site within his company as required by Work Order as long as the equipment is available within 7 calendar days after receiving notice to do the work.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in installation, repair, replacement, and cleaning of storm and sanitary sewers, as well as installation, repair, and replacement of roads and sidewalks. Such experience record shall provide at least five current or recent projects of similar work, preferably within Florida or the southeastern United States. For each project the following information shall be provided:

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

E. ATTACHMENTS

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

Anti-Kickback Affidavit  
Public Entity Crimes Form  
Disclosure of Lobbying Activities  
Non-collusion Declaration and Compliance  
Suspension and Debarment Certification  
Prohibited Interests Form and Notice  
City of Key West Indemnification Form  
Affidavit of Compliance with Domestic Partners Ord. 2-799  
Affidavit of Compliance with Cone of Silence Ord. 2-773

F. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Proposals must be made on the Proposal forms provided herewith and submitted intact with the volume containing the bidding requirements, contract forms, specifications, drawings, and conditions of the contract.

Each Proposal 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. One original and six copies of the bid must be submitted.

9. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. 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 Proposal. No Proposal may be withdrawn after the time scheduled for opening of Proposals, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY  
**(NOT APPLICABLE FOR THIS BID.)**

11. RETURN OF BID SECURITY  
**(NOT APPLICABLE FOR THIS BID.)**

12. AWARD OF CONTRACT

Within 60 calendar days after the opening of Proposals the OWNER will accept up to two of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award mailed to the office designated in the Proposal or delivered to the Bidder's representative. In the event of failure of the two 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 75 days after the opening of Proposals.

The OWNER reserves the right to accept or reject any or all Proposals and to waive any



informalities and irregularities in said Proposals.

13. BASIS OF AWARD

The award will be made by the OWNER on the basis of that Proposal from the lowest two responsive, responsible Bidders, which in the OWNER's sole and absolute judgement will best serve the OWNER's interests.

If at the time this Contract is to be awarded, the total of the two lowest bids are deemed unbalanced, with one or more items of the bid exceeding the ENGINEER's estimate by 20%, the OWNER may reject all Proposals or take such other action as best serves the OWNER's interests.

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 and 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 OWNER, 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 Section 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 OWNER. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the OWNER, 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.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent in the state which work is being performed) 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.

C. UNIT PRICES FOR BONDS

Because of the nature of this Contract the CONTRACTOR shall provide unit prices in the Proposal for providing the Performance and Payment Bonds. When a specific Work Order is authorized the unit price for providing the Performance and Payment Bonds will be considered in the total cost of that Work Order.

The Bidder shall provide unit prices for each bond item in the Proposal as all work performed within the 3-year Contract time could exceed \$500,000, even though the Bidder's total of extended unit price items in the Proposal may be less than \$500,000.

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 OWNER, and it is agreed that this said sum is a fair estimate of the amount of damages the OWNER will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. PERFORMANCE OF WORK BY THE CONTRACTOR

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

Each Bidder must furnish with his Proposal a list of the items that he will perform with his own forces and the estimated total cost of these items. Attach additional pages if necessary.

18. TIME OF COMPLETION

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

When the CONTRACTOR receives a Notice to Proceed for the work authorized by each Work Order, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in that particular Work Order.

Should the CONTRACTOR disagree with the time of completion for a specific Work Order he shall, within five calendar days of the receipt of the Work Order, make a written

claim to the ENGINEER and OWNER for an extension in the time of completion. If, in the opinion of the ENGINEER, the CONTRACTOR presents sufficient evidence to justify the claim an extension in the time of completion will be allowed for the period determined by the ENGINEER.

19. EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employee spouses, in accordance with City of Key West Code of Ordinances, Section 2-799.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the Contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the Contractor fails to comply with this section, the City may terminate the contract, and all monies due or to become due under the Contract may be retained by the City.

20. 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.

**END OF SECTION**

## Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of

mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands

pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

## BIDDER'S CHECKLIST

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

1.	All Contract Documents thoroughly read and understood.	<input checked="" type="checkbox"/>
2.	All blank spaces in Bid filled in, using black ink.	<input checked="" type="checkbox"/>
3.	Total and unit prices added correctly.	<input type="checkbox"/>
4.	Addenda acknowledged.	<input checked="" type="checkbox"/>
5.	Subcontractors (if applicable) are named as indicated in the Bid.	<input checked="" type="checkbox"/>
6.	Experience record included.	<input checked="" type="checkbox"/>
7.	Bid signed by authorized officer.	<input checked="" type="checkbox"/>
8.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.	<input type="checkbox"/>
9.	Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.	<input checked="" type="checkbox"/>
10.	Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.	<input checked="" type="checkbox"/>
11.	Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract.	<input checked="" type="checkbox"/>
12.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	<input type="checkbox"/>
13.	Bidder must provide satisfactory documentation of State Licenses	<input checked="" type="checkbox"/>
14.	Anti-Kickback Affidavit	<input checked="" type="checkbox"/>
15.	Public Entities Crimes	<input checked="" type="checkbox"/>
16.	Non-collusion Declaration	<input checked="" type="checkbox"/>
17.	Non-collusion Affidavit	<input checked="" type="checkbox"/>
18.	Suspension and Debarment Certification	<input checked="" type="checkbox"/>
19.	Disclosure of Lobbying Activities	<input checked="" type="checkbox"/>
20.	Prohibited Interests Form	<input checked="" type="checkbox"/>
21.	City of Key West Indemnification Form	<input checked="" type="checkbox"/>
22.	Equal Benefits for Domestic Partners Affidavit	<input checked="" type="checkbox"/>
23.	Cone of Silence Affidavit.	<input checked="" type="checkbox"/>



NOTE TO BIDDER: Use BLACK ink or type to complete this Bid form.

**BID FORM**

To: The City of Key West, Florida  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: GENERAL UTILITIES AND INFRASTRUCTURE SERVICES CONTRACT  
Project: ITB #21-007

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

Company Name: Charley Toppino & Sons, Inc

Contact Name & Telephone: Andrew Toppino, 305-296-5606

Email Address: AToppino@charleytoppino.com

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, 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.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Proposal 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 to the Owner evidence of holding required licenses and certificates,

and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

All CONTRACTORS and SUBCONTRACTORS wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal Injury \$300,000 Fire Damage / Legal
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Coverage must include the following:

- |                                   |  |
|-----------------------------------|--|
| - Contractual Liability           | - Commercial Form  |
| - CG2020 (1185) or Equivalent     | - Broad Form Property Damage   |
| - No exclusion for XCU            | - Premises / Operations  |
| - Products / Completed Operations | Independent Contractors (if any part of the work is to be subcontracted out) |
| - Personal Injury                 |  |

Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired and Non-owned Liability)
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Additional Umbrella Liability:	\$2,000,000 Occurrence / Aggregate
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Worker's Compensation:	Statutory
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Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee
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The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or SUBCONTRACTORS general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a

copy of the additional insured endorsement (CG 20201185 or combination of CG20200704 and CG20370704 will be accepted).

Contractors and SUBCONTRACTORS must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation.

City of Key West must be given a certificate of insurance showing that the above requirements have been met. Certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the CONTRACTOR or SUBCONTRACTOR.

**ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No's. 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

(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 Proposal(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 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, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

# BID FORM

#	Item	Unit	Per Unit \$	Per Unit Word
<b>1</b>	<b>Performance and Payment Bonds</b>			
a	For First \$500,000 Worth of Construction Per/\$1,000 of Construction	ea	\$ 19.00	Nineteen Dollars
b	Next \$500,000 to \$2,000,000 Worth of Construction Per/\$1,000 of Construction	ea	\$ 18.00	Eighteen Dollars
<b>2</b>	<b>Mobilization/Demobilization</b>			
a	Mobilization and Demobilization, % of Work Order (includes M O T , General & Supplementary Conditions, Certified AutoCAD As-builts)	%	5	Five Percent
<b>3</b>	<b>Personnel</b>			
a	Superintendent	hr	\$ 91.00	Ninety One Dollars
b	Foreman	hr	\$ 74.00	Seventy Four Dollars
c	Operator	hr	\$ 65.00	Sixty Five Dollars
d	Laborer	hr	\$ 41.00	Forty One Dollars
e	Mason	hr	\$ 68.00	Sixty Eight Dollars
f	Licensed Surveyor	hr	\$ 120.00	One Hundred Twenty Dollars
<b>4</b>	<b>Equipment</b>			
a	Backhoe, with Rock Bucket, without Operator, Cat 426, or Equal	hr	\$ 102.00	One Hundred Two Dollars
b	Backhoe, with Rock Bucket, without Operator, Cat 320, or Equal	hr	\$ 118.00	One Hundred Eighteen Dollars

c	Wheel Front End Loader, without Operator, Cat 950, or Equal	hr	\$	105.00	One Hundred Five Dollars
d	Air Compressor, 165 C F M	hr	\$	15.00	Fifteen Dollars
e	Dump Truck, 15 CY, without Operator	hr	\$	80.00	Eighty Dollars
f	Flatbed Dump Truck, without Operator	hr	\$	75.00	Seventy Five Dollars
g	Backhoe, Rubber Tire, Various Attachments, without Operator, Ackerman H MC, or equal	hr	\$	115.00	One Hundred Fifteen Dollars
h	Trailer, Scow, off-road sand truck, without Operator, 24 CY minimum	hr	\$	85.00	Eighty Five Dollars
i	Pavement Saw	hr	\$	10.00	Ten Dollars
J	3-inch Trash Pump	hr	\$	19.00	Nineteen Dollars
k	4-inch Trash Pump	hr	\$	24.00	Twenty Four Dollars
l	6-inch Hydraulic Pump	hr	\$	30.00	Thirty Dollars
m	1000 Gallon Sediment Box	hr	\$	100.00	One Hundred Dollars
n	Jet Truck (Cleaning)	hr	\$	475.00	Four Hundred Seventy Five Dollars
o	Laser	hr	\$	10.00	Ten Dollars
p	Vibratory Roller	hr	\$	76.00	Seventy Six Dollars
q	Plate Compactor	hr	\$	26.00	Twenty Six Dollars

r	Dozer	hr	\$	110.00	One Hundred Ten Dollars
s	Road Grader	hr	\$	115.00	One Hundred Fifteen Dollars
t	Bob Cat or equivalent	hr	\$	60.00	Sixty Dollars
u	Water Truck	hr	\$	80.00	Eighty Dollars
v	Huber Grader	hr	\$	58.00	Fifty Eight Dollars
w	18" Auger Truck	hr	\$	400.00	Four Hundred Dollars
<b>5</b>	<b>Materials</b>				
a	Crushed Lime rock	ton	\$	43.50	Forty Three Dollars Fifty Cents
b	No 5 Rock	ton	\$	49.90	Forty Nine Dollars Ninety Cents
c	No 89 Rock	ton	\$	49.90	Forty Nine Dollars Ninety Cents
d	Screening Sand	ton	\$	47.50	Forty Seven Dollars Fifty Cents
e	Beach Sand (0 35 - 0 65 grain size)	ton	\$	74.00	Seventy Four Dollars
f	Coral Sand	ton	\$	58.00	Fifty Eight Dollars
g	No 4 Rock	ton	\$	52.00	Fifty Two Dollars
h	Sod	sf	\$	1.15	One Dollar Fifteen Cents

<b>Trench Excavation and Backfill Per Detail</b>				
<b>6</b>	<b>Pipe 12 inches and Under</b>			
a	0 - 6 feet Deep	If \$	40.00	Forty Dollars
b	6 - 8 feet Deep	If \$	45.00	Forty Five Dollars
c	8 - 10 feet Deep	If \$	50.00	Fifty Dollars
d	10 - 12 feet Deep	If \$	55.00	Fifty Five Dollars
<b>7</b>	<b>Pipe 15 inches through 24 inches</b>			
a	0 - 6 feet Deep	If \$	50.00	Fifty Dollars
b	6 - 8 feet Deep	If \$	55.00	Fifty Five Dollars
c	8 - 10 feet Deep	If \$	60.00	Sixty Dollars
d	10 - 12 feet Deep	If \$	65.00	Sixty Five Dollars
<b>8</b>	<b>Pipe 30 inches through 36 inches</b>			
a	0 - 6 feet Deep	If \$	60.00	Sixty Dollars
b	6 - 8 feet Deep	If \$	65.00	Sixty Five Dollars
c	8 - 10 feet Deep	If \$	70.00	Seventy Dollars

d	10 - 12 feet Deep	If	\$	75.00	Seventy Five Dollars
<b>9</b>	<b>Pipe 42 inches through 48 inches</b>				
a	0 - 6 feet Deep	If	\$	80.00	Eighty Dollars
b	6 - 8 feet Deep	If	\$	85.00	Eighty Five Dollars
c	8 - 10 feet Deep	If	\$	90.00	Ninety Dollars
d	10 - 12 feet Deep	If	\$	95.00	Ninety Five Dollars
<b>10</b>	<b>Pipe 6 inches - During Sewer Service Lateral Installation, Not Part of Sewer Main Installation</b>				
a	0 - 6 feet Deep	If	\$	50.00	Fifty Dollars
b	6 - 8 feet Deep	If	\$	60.00	Sixty Dollars
c	8 - 10 feet Deep	If	\$	70.00	Seventy Dollars
d	10 - 12 feet Deep	If	\$	80.00	Eighty Dollars
<b>11</b>	<b>Pipe Base Stabilization</b>				
a	Foundation Stabilization	cy	\$	120.00	One Hundred Twenty Dollars
<b>12</b>	<b>Surface Restoration</b>				
a	Lime Rock Base	If	\$	40.00	Forty Dollars



b	Asphalt Surface repair	sy	\$	70.00	Seventy Dollars
c	Flowable Fill (500 psi)	cy	\$	160.00	One Hundred Sixty Dollars
<b>13</b>	<b>Pavement</b>				
a	Removal of Bituminous Surface	sy	\$	6.00	Six Dollars
b	Raise Manholes Lids	ea	\$	700.00	Seven Hundred Dollars
c	Raise Water Valve	ea	\$	550.00	Five Hundred Fifty Dollars
d	Raise Stormwater Inlet Grates	ea	\$	500.00	Five Hundred Dollars
e	Superpave Asphalt Concrete (FDOT Specifications, Section 334)				
e 1	0-40 tons	ton	\$	575.00	Five Hundred Seventy Five Dollars
e 2	41-200 tons	ton	\$	325.00	Three Hundred Twenty Five Dollars
e 3	Over 200 tons	ton	\$	235.00	Two Hundred Thirty Five Dollars
f	Asphalt Concrete Friction Course (FDOT Specifications, Section 33 )	ton	\$	240.00	Two Hundred Forty Dollars
g	Rework Existing Base	sy	\$	15.00	Fifteen Dollars
h	Asphalt Milling, (angle milling machine) for small patchwork (less than 400 SF patches)	sy	\$	15.00	Fifteen Dollars
i	Asphalt Milling, 1 5" Average Depth (FDOT Specifications, Section 32 )	sy	\$	6.90	Six Dollars Ninety Cents

J	Saw Cut Asphalt 0"-6"	If	\$	1.00	One Dollar
k	Saw Cut Asphalt >6"	If	\$	2.00	Two Dollars
l	Saw Cut Concrete 0"-6"	If	\$	3.00	Three Dollars
m	Saw Cut Concrete >6"	If	\$	4.00	Four Dollars
<b>14</b>	<b>Sidewalk Installation</b>				
a	4 inches depth	sf	\$	10.20	Ten Dollars Twenty Cents
b	6 inches depth	sf	\$	11.45	Eleven Dollars Forty Five Cents
c	Rebar 4	lb	\$	3.00	Three Dollars
d	Concrete sidewalk and curb repairs	cy	\$	900.00	Nine Hundred Dollars
e	Thickened Edge	lf	\$	15.00	Fifteen Dollars
<b>15</b>	<b>Curb Installation</b>				
a	FDOT Type D	lf	\$	39.00	Thirty Nine Dollars
b	FDOT Type F	lf	\$	47.00	Forty Seven Dollars
c	FDOT Drop Curb	lf	\$	42.00	Forty Two Dollars
<b>16</b>	<b>Formed Concrete, placed</b>				

a	Misc Formed Concrete, placed ( i e : small retaining walls, etc )	cy	\$	800.00	Eight Hundred Dollars
b	Concrete Band (12" x 18" with steel)	cy	\$	800.00	Eight Hundred Dollars
<b>17</b>	<b>Detectable Warning Paver</b>				
a	2-1/4 X 3-5/8 X -5/8 Brick Pavers with ADAAG Detectable Warning System - Endicott or	sf	\$	28.00	Twenty Eight Dollars
b	2-1/4 X 4 X 8 Brick Pavers with ADAAG Detectable Warning System - Endicott or equal	sf	\$	36.00	Thirty Six Dollars
<b>18</b>	<b>Pavement Markings</b>				
a	STOP	ea	\$	280.00	Two Hundred Eighty Dollars
b	Arrow	ea	\$	280.00	Two Hundred Eighty Dollars
c	Separation of Lanes	lf	\$	3.90	Three Dollars Ninety Cents
d	White line	lf	\$	3.00	Three Dollars
<b>19</b>	<b>Brick</b>				
a	Brick Installed (ASTM Specification Heavy Vehicular Paving Brick Type II)	sf	\$	18.50	Eighteen Dollars Fifty Cents
b	Brick Installed (ASTM Specification Pedestrian Paving Brick Type I)	sf	\$	25.00	Twenty Five Dollars
<b>20</b>	<b>Catch Basin and Inlets</b>				
a	Type 1 Top, Type P Bottom with 4-foot Diameter Alternate A, 0 6-foot Depth	ea	\$	5,800.00	Five Thousand Eight Hundred Dollars

b	Type 2 Top, Type P Bottom with 4-foot Diameter Alternate A, 0 6-foot Depth	ea	\$	5,900.00	Five Thousand Nine Hundred Dollars
c	Type 9 Top, Type P Bottom with 4-foot Diameter Alternate A, 0 6-foot Depth	ea	\$	6,000.00	Six Thousand Dollars
d	Type F-3, Type P Bottom with 4-foot Diameter Alternate A, 0 6-foot Depth	ea	\$	6,100.00	Six Thousand One Hundred Dollars
e	Additional Depth over 6 foot for Type 1, Type 2 or Type 9 Curb Inlet, Type P Bottom with 4-foot Diameter Alternate A	vf	\$	650.00	Six Hundred Fifty Dollars
<b>21</b>	<b>Ditch Bottom Inlet</b>				
a	Type C, 0 to 6-foot Depth	ea	\$	5,900.00	Five Thousand Nine Hundred Dollars
b	Additional Depth over 6-foot Depth for Ditch Bottom Inlet, Type C	vf	\$	450.00	Four Hundred Fifty Dollars
c	Type J, 0 to 6-foot Depth	ea	\$	6,000.00	Six Thousand Dollars
d	Additional Depth over 6-foot Depth for Ditch Bottom Inlet, Type J	vf	\$	450.00	Four Hundred Fifty Dollars
e	Removal of Existing Inlets or Storm Manholes Structures, Unclassified Depth	ea	\$	2,200.00	Two Thousand Two Hundred Dollars
<b>22</b>	<b>ADS Polyethylene Pipe</b>				
a	12 inches	lf	\$	21.00	Twenty One Dollars
b	15 inches	lf	\$	23.00	Twenty Three Dollars
c	18 inches	lf	\$	25.00	Twenty Five Dollars
d	24 inches	lf	\$	29.00	Twenty Nine Dollars

e	36 inches		If	\$	49.00	Forty Nine Dollars
f	42 inches		If	\$	60.00	Sixty Dollars
<b>23</b>	<b>Reinforced Concrete Pipe</b>					
a	15 inches		If	\$	32.00	Thirty Two Dollars
b	18 inches		If	\$	34.00	Thirty Four Dollars
c	24 inches		If	\$	48.00	Forty Eight Dollars
<b>24</b>	<b>Reinforced Concrete Pipe Class IV</b>					
a	24 inches		If	\$	55.00	Fifty Five Dollars
b	30 inches		If	\$	60.00	Sixty Dollars
c	36 inches		If	\$	65.00	Sixty Five Dollars
d	48 inches		If	\$	130.00	One Hundred Thirty Dollars
<b>25</b>	<b>PVC Sch 40</b>					
a	1/2 inch		If	\$	3.00	Three Dollars
b	3/4 inch		If	\$	3.00	Three Dollars
c	1 inch		If	\$	3.50	Three Dollars Fifty Cents

d	2 inch	If	\$	4.00	Four Dollars
e	4 inch	If	\$	6.00	Six Dollars
f	6 inch	If	\$	9.00	Nine Dollars
<b>26</b>	<b>PVC Sch 80</b>				
a	1/2 inch	If	\$	3.50	Three Dollars Fifty Cents
b	3/4 inch	If	\$	3.50	Three Dollars Fifty Cents
c	1 inch	If	\$	4.00	Four Dollars
d	2 inch	If	\$	4.50	Four Dollars Fifty Cents
e	4 inch	If	\$	6.50	Six Dollars Fifty Cents
f	6 inch	If	\$	9.50	Nine Dollars Fifty Cents
<b>27</b>	<b>C - 900 Pipe DR18</b>				
a	4 inch	If	\$	8.00	Eight Dollars
b	6 inch	If	\$	10.00	Ten Dollars
c	8 inch	If	\$	15.00	Fifteen Dollars
d	10 inch	If	\$	18.00	Eighteen Dollars

e	12 inch	If	\$	44.00	Forty Four Dollars
<b>28</b>	<b>C - 900 Pipe DR25</b>				
a	4 inch	If	\$	8.25	Eight Dollars Twenty Five Cents
b	6 inch	If	\$	10.25	Ten Dollars Twenty Five Cents
c	8 inch	If	\$	15.25	Fifteen Dollars Twenty Five Cents
d	10 inch	If	\$	18.25	Eighteen Dollars Twenty Five Cents
e	12 inch	If	\$	44.25	Forty Four Dollars Twenty Five Cents
<b>29</b>	<b>C - 905 Pipe DR25</b>				
a	14 inch	If	\$	30.00	Thirty Dollars
b	16 inch	If	\$	35.00	Thirty Five Dollars
c	18 inch	If	\$	41.00	Forty One Dollars
d	20 inch	If	\$	51.00	Fifty One Dollars
e	24 inch	If	\$	62.00	Sixty Two Dollars
f	30 inch	If	\$	115.00	One Hundred Fifteen Dollars
g	36 inch	If	\$	150.00	One Hundred Fifty Dollars

h	42 inch		If	\$	268.00	Two Hundred Sixty Eight Dollars
i	48 inch		If	\$	284.00	Two Hundred Eighty Four Dollars
<b>30</b>	<b>C - 905 Pipe DR41</b>					
a	14 inch		If	\$	30.00	Thirty Dollars
b	16 inch		If	\$	35.00	Thirty Five Dollars
c	18 inch		If	\$	45.00	Forty Five Dollars
d	20 inch		If	\$	55.00	Fifty Five Dollars
e	24 inch		If	\$	80.00	Eighty Dollars
f	30 inch		If	\$	120.00	One Hundred Twenty Dollars
g	36 inch		If	\$	175.00	One Hundred
h	42 inch		If	\$	275.00	Two Hundred Seventy Five Dollars
i	48 inch		If	\$	290.00	Two Hundred Ninety Dollars
<b>31</b>	<b>Joints</b>					
a	Mechanically Restrained Joints for PVC Pipe 4"		ea	\$	225.00	Two Hundred Twenty Five Dollars
b	Mechanically Restrained Joints for PVC Pipe 6"		ea	\$	340.00	Three Hundred Forty Dollars



c	Mechanically Restrained Joints for PVC Pipe 8"	ea	\$	390.00	Three Hundred Ninety Dollars
d	Mechanically Restrained Joints for PVC Pipe 10"	ea	\$	475.00	Four Hundred Seventy Five Dollars
e	Mechanically Restrained Joints for PVC Pipe 12"	ea	\$	524.00	Five Hundred Twenty Four Dollars
f	Mechanically Restrained Joints for PVC Pipe 16"	ea	\$	632.00	Six Hundred Thirty Two Dollars
g	Mechanically Restrained Joints for PVC Pipe 18"	ea	\$	1,100.00	One Thousand One Hundred Dollars
h	Mechanically Restrained Joints for PVC Pipe 20"	ea	\$	1,320.00	One Thousand Three Hundred Twenty Dollars
i	Mechanically Restrained Joints for PVC Pipe 24"	ea	\$	1,400.00	One Thousand Four Hundred Dollars
J	Mechanically Restrained Joints for PVC Pipe 30"	ea	\$	2,300.00	Two Thousand Three Hundred Dollars and No Cents
k	Mechanically Restrained Joints for PVC Pipe 36"	ea	\$	3,250.00	Three Thousand Two Hundred Fifty Dollars and No Cents
l	Mechanically Restrained Joints for PVC Pipe 42"	ea	\$	4,100.00	Four Thousand One Hundred Dollars and No Cents
m	Mechanically Restrained Joints for PVC Pipe 48"	ea	\$	5,200.00	Five Thousand Two Hundred Dollars and No Cents
<b>32</b>	<b>Other</b>				
a	Removal of Existing Storm Drain Pipe, Unclassified Depth and Diameter	If	\$	40.00	Forty Dollars and No Cents
b	Exfiltration Trench	If	\$	180.00	One Hundred Eighty Dollars and No Cents
c	Seepage Trench	If	\$	110.00	One Hundred Ten Dollars and No Cents

d	French Drain	If	\$ 220.00	Two Hundred Twenty Dollars and No Cents
<b>33</b>	<b>Manholes</b>			
a	Standard 4-foot Diameter Manholes, 0 to 6-foot Depth	ea	\$ 5,200.00	Five Thousand Two Hundred Dollars and No Cents
b	Standard - foot Diameter Manholes, over 6-foot Depth	vf	\$ 500.00	Five Hundred Dollars and No Cents
c	Drop Manhole Assemblies	vf	\$ 500.00	Five Hundred Dollars and No Cents
d	Additional Cost to Provide Watertight Manhole Frame and Cover in Lieu of Standard Frame and Cover	ea	\$ 1,300.00	One Thousand Three Hundred Dollars and No Cents
e	Conflict Manholes (6-foot Diameter), 0 to 6-foot Depth	ea	\$ 9,000.00	Nine Thousand Dollars and No Cents
f	Conflict Manholes (6-foot Diameter), Over 6-foot Depth	vf	\$ 12,000.00	Twelve Thousand Dollars and No Cents
<b>34</b>	<b>Service Connection Pipe Stub outs</b>			
a	6 inches	ea	\$ 420.00	Four Hundred Twenty Dollars and No Cents
b	Connections to Existing Manholes	ea	\$ 2,900.00	Two Thousand Nine Hundred Dollars and No Cents
c	Removal of Existing Manholes, Unclassified Depth	ea	\$ 2,300.00	Two Thousand Three Hundred Dollars and No Cents
d	AdJusting Existing Manholes	ea	\$ 945.00	Nine Hundred Forty Five Dollars and No Cents
<b>35</b>	<b>Sewer Connection Services</b>			
a	Sewer Service Connection Pipe	If	\$ 2,300.00	Two Thousand Three Hundred Dollars and No Cents

b	Connection at Trench Wall	ea	\$	1,900.00	One Thousand Nine Hundred Dollars and No Cents
c	Cleanouts	ea	\$	500.00	Five Hundred Dollars and No Cents
d	Cleanout Box	ea	\$	350.00	Three Hundred Fifty Dollars and No Cents
<b>36</b>	<b>Cleaning</b>				
a	6-10 inch Diameter Pipe	lf	\$	10.00	Ten Dollars and No Cents
b	12 - 15 inch Diameter Pipe	lf	\$	15.00	Fifteen Dollars and No Cents
c	18-24 inch Diameter Pipe	lf	\$	20.00	Twenty Dollars and No Cents
d	36-42 inch Diameter Pipe	lf	\$	25.00	Twenty Five Dollars and No Cents
e	Manholes, Any Diameter	ea	\$	500.00	Five Hundred Dollars and No Cents
<b>37</b>	<b>PVC Wye Fittings or Connections</b>				
a	6 x 6	ea	\$	250.00	Two Hundred Fifty Dollars and No Cents
b	8 x 6	ea	\$	300.00	Three Hundred Dollars and No Cents
c	10 x 6	ea	\$	350.00	Three Hundred Fifty Dollars and No Cents
d	12 x 6	ea	\$	400.00	Four Hundred Dollars and No Cents
e	15 x 6	ea	\$	450.00	Four Hundred Fifty Dollars and No Cents

f	Ductile Iron or Cast Iron Fittings, Complete with Cement Mortar Lining and Thrust Blocks	lb	\$	30.00	Thirty Dollars and No Cents
<b>38</b>	<b>Connections to Dissimilar Gravity Pipe</b>				
a	8 inches	ea	\$	200.00	Two Hundred Dollars and No Cents
b	10 inches	ea	\$	300.00	Three Hundred Dollars and No Cents
c	12 inches	ea	\$	400.00	Four Hundred Dollars and No Cents
d	15 inches	ea	\$	500.00	Five Hundred Dollars and No Cents
e	Removal of Existing Sanitary Sewer lines, Unclassified Depth and Diameter	lf	\$	45.00	Forty Five Dollars and No Cents
f	Concrete Encasement with steel	cy	\$	950.00	Nine Hundred Fifty Dollars and No Cents
<b>39</b>	<b>Installation of Plug Valves and Valve Boxes</b>				
a	4 inches	ea	\$	900.00	Nine Hundred Dollars and No Cents
b	6 inches	ea	\$	1,400.00	One Thousand Four Hundred Dollars and No Cents
c	8 inches	ea	\$	2,000.00	Two Thousand Dollars and No Cents
d	10 inches	ea	\$	2,800.00	Two Thousand Eight Hundred Dollars and No Cents
e	12 inches	ea	\$	3,250.00	Three Thousand Two Hundred Fifty Dollars and No Cents
f	18 inches	ea	\$	3,600.00	Three Thousand Six Hundred Dollars and No Cents

<b>40</b>	<b>Environmental Protection</b>				
a	Turbidity Screen	If	\$	15.00	Fifteen Dollars and No Cents
b	Silt Barrier	If	\$	4.00	Four Dollars and No Cents
c	Concrete Encasement with steel	cy	\$	950.00	Nine Hundred Fifty Dollars and No Cents
d	Dewatering Trench 4 ft deep	LS	\$	1,800.00	One Thousand Eight Hundred Dollars and No Cents
e	Dewatering Trench 6 ft deep	LS	\$	2,000.00	Two Thousand Dollars and No Cents
f	Dewatering Trench 8 ft deep	LS	\$	2,200.00	Two Thousand Two Hundred Dollars and No Cents
g	Dewatering Trench 10 ft deep	LS	\$	2,400.00	Two Thousand Four Hundred Dollars and No Cents
h	Dewatering Trench 12 ft deep	LS	\$	2,600.00	Two Thousand Six Hundred Dollars and No Cents
i	Dewatering Pit Excavation	LS	\$	6,500.00	Six Thousand Five Hundred Dollars and No Cents
<b>41</b>	<b>Waterline Relocation</b>				
a	4 inch	If	\$	70.00	Seventy Dollars and No Cents
b	6 inch	If	\$	75.00	Seventy Five Dollars and No Cents
c	8 inch	If	\$	80.00	Eighty Dollars and No Cents
d	10 inch	If	\$	85.00	Eighty Five Dollars and No Cents

e	12 inch	If	\$	90.00	Ninety Dollars and No Cents
f	14 inch	If	\$	95.00	Ninety Five Dollars and No Cents
g	16 inch	If	\$	100.00	One Hundred Dollars and No Cents
h	18 inch	If	\$	105.00	One Hundred Five Dollars and No Cents
<b>42</b>	<b>Testing</b>				No Dollars and No Cents
a	Bacterial Test-waterline	ea	\$	2,500.00	Two Thousand Five Hundred Dollars and No Cents
b	Compaction Testing for soil	ea	\$	400.00	Four Hundred Dollars and No Cents
c	Gravity Sewerline Pressure Test	ea	\$	2,000.00	Two Thousand Dollars and No Cents
d	Forcemain Sewerline Pressure Test	ea	\$	2,000.00	Two Thousand Dollars and No Cents
e	Infiltration Test for manholes	ea	\$	950.00	Nine Hundred Fifty Dollars and No Cents
f	Waterline Pressure Test	ea	\$	2,000.00	Two Thousand Dollars and No Cents
<b>43</b>	<b>Landscaping</b>				
a	Transplant Existing Tree (0-10" in diameter) includes all labor, materials, equipment & maintenance	ea	\$	900.00	Nine Hundred Dollars and No Cents
b	Plant New Tree (0-10" diameter) includes all labor, materials, equipment & maintenance	ea	\$	1,800.00	One Thousand Eight Hundred Dollars and No Cents
c	Transplant Existing Tree (over 10" in diameter) includes all labor, materials, equipment & maintenance	ea	\$	1,500.00	One Thousand Five Hundred Dollars and No Cents

d	Plant New Tree (over 10" in diameter) includes all labor, materials, equipment & maintenance	ea	\$	2,600.00	Two Thousand Six Hundred Dollars and No Cents
e	Sod Removal	sf	\$	0.25	No Dollars and Twenty Five Cents
f	Sod Placement	sf	\$	1.20	One Dollar and Twenty Cents
g	Seeding	sf	\$	0.80	No Dollars and Eighty Cents
h	Debris Removal and hauling to an acceptable certified landfill	ton	\$	97.50	Ninety Seven Dollars and Fifty Cents
<b>44</b>	<b>Roadway Signs</b>				
a	F D O T Sign Installation (includes sign, post and installation)	ea	\$	725.00	Seven Hundred Twenty Five Dollars and No Cents
<b>45</b>	<b>Other</b>				
a	Markup Allowed -materials, equipment, testing, etc not listed above	%		15	Fifteen
b	Markup Allowed on Approved Subcontractor Work	%		5	Five

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

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ALL WORK TO BE SELF-PERFORMED WITH EXCEPTION OF ASPHALT

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SUBCONTRACTORS

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

GENERAL ASPHALT COMPANY INC

Name

4850 NW 72ND AVE

Street

MIAMI

City

FL 33166

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip



SURETY

TRAVELERS CASUALTY AND SURETY COMPANY whose address is

ONE TOWER SQUARE HARTFORD CT 06183  
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is CHARLEY TOPPINO & SONS, INC

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

129 TOPPINO INDUSTRIAL DR KEY WEST FL 33040  
Street City State Zip

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

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

Name/Title

RICHARD TOPPINO, PRESIDENT

DANIEL TOPPINO, SECRETARY

JOHN TOPPINO, TREASURER

ANDREW TOPPINO, VICE PRESIDENT

PAUL TOPPINO, DIRECTOR

ASHLEY PEATTIE, CFO

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

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 7 day of May, 2021.

(SEAL)

CHARLEY TOPPINO & SONS, INC

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

By: Michael Delfino

Title: President

Attest: \_\_\_\_\_

Secretary

Sworn and subscribed before this 7 day of May, 2021

Michael Labrada  
NOTARY PUBLIC, State of FL, at Large

My Commission Expires:



**EXPERIENCE OF BIDDER**

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

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

**PLEASE SEE ATTACHED SIMILAR PROJECTS LIST**

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**END OF SECTION**

ANTI-KICKBACK AFFIDAVIT

STATE OF FL )  
 : SS  
COUNTY OF MONROE )

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

By: Richard J. [Signature]

Sworn and subscribed before me this 16 day of May 2021.

Michael Labrada  
NOTARY PUBLIC, State of FL, at Large

My Commission Expires:



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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 \_\_\_\_\_  
GENERAL UTILITIES AND INFRASTRUCTURE SERVICES CONTRACT

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC  
(Name of entity submitting sworn statement)  
whose business address is 129 TOPPINO INDUSTRIAL DR, KEY WEST, FL 33040  
\_\_\_\_\_ and (if applicable) its Federal Employer  
Identification Number (FEIN) is 59-2426906

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

3. My name is RICHARD TOPPINO  
(Please print name of individual signing)

and my relationship to the entity named above is PRESIDENT

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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).

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

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

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

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

Richard Toppino  
 \_\_\_\_\_  
 (Signature)

5/7/21  
 \_\_\_\_\_  
 (Date)

STATE OF FL

COUNTY OF MONROE

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 7 day of May, 2021

My commission expires:



Michael Labrada  
 \_\_\_\_\_  
 NOTARY PUBLIC

**CITY OF KEY WEST, FLORIDA NON-COLLUSION DECLARATION AND COMPLIANCE  
WITH 49 CFR §29.**

I, RICHARD TOPPINO, hereby declare that  
I am PRESIDENT of CHARLEY TOPPINO & SONS, INC  
of KEY WEST, FL  
(NAME) (TITLE) (FIRM)  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, case or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
5. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
7. I certify that, except as noted below, neither firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of funds:
  - a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
  - b) has within a three-year period preceding this certification been convicted of or had a civil judgement rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract, violation of Federal or State antitrust statutes; or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local government entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

- d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.
- 8. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vender who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (8), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)  
 CHARLEY TOPPINO & SONS, INC

BY: Richard Toppino  
 NAME AND TITLE PRINTED

WITNESS: Mohamed K. ...

BY: [Signature]  
 SIGNATURE

WITNESS: [Signature]

Executed on this 7 day of May, 2021

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
 MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE



**NON-COLLUSION AFFIDAVIT**

STATE OF FL )

: SS

COUNTY OF MONROE )

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: *Richard Sepin*

Sworn and subscribed before me this

11 day of May 2021.

*Michael Labrada*

NOTARY PUBLIC, State of FL at Large

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



\* \* \* \* \*

**SUSPENSION AND DEBARMENT CERTIFICATION**  
**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND**  
**VOLUNTARY EXCLUSION - LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. The undersigned also certifies that it and its principals:
  - a. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a.) of this Certification; and
  - c. Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
  
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 10<sup>th</sup> day of May, 2021.

By: *Richard Toppan*  
 Authorized Signature/Contractor

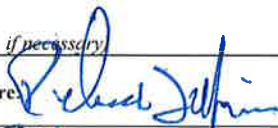
*Richard Toppan President*  
 Name/Title

CHARLEY TOPPINO & SONS, INC  
 Contractor's Firm Name

PO BOX 787, KEY WEST, FL 33041  
 Address

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> A a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> A a. initial filing b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  CHARLEY TOPPINO & SONS, INC PO BOX 787, KEY WEST, FL 33041  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  N/A  Congressional District, if known:
<b>6. Federal Department/Agency:</b> N/A	<b>7. Federal Program Name/Description:</b>  N/A CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> N/A	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI): N/A	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) N/A (last name, first name, MI):	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352.</b> This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Richard Toppino</u> Title: <u>President</u> Telephone No.: <u>(305) 276-5600</u> Date: <u>5/7/21</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)

## INSTRUCTIONS FOR COMPLETION OF SELF-DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

**PROHIBITED INTERESTS FORM AND NOTICE**

I, RICHARD TOPPINO, PRESIDENT, certify that neither  
(Printed Name) (Title)

CHARLEY TOPPINO & SONS, INC, PO BOX 787, KEY WEST, FL 33041  
(Company Name) (Company Address)

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, the City of Key West with prior approval of the Division of Emergency Management, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

  
\_\_\_\_\_  
Signature

**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: CHARLEY TOPPINO & SONS, INC

SEAL:

129 TOPPINO INDUSTRIAL, KEY WEST, FL 33040

Address

129 Toppino Industrial

Address

Richard Toppino

Signature

Richard Toppino

Name

President

Title

5/7/21

Date

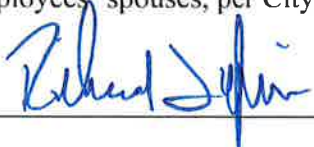
**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA                    )  
  ): SS  
COUNTY OF MONROE                )

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

CHARLEY TOPPINO & SONS, INC

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

By: 

Sworn and subscribed before me this 7 day of May 2021.

  
NOTARY PUBLIC, State of FL , at Large

My Commission Expires:





**CONE OF SILENCE AFFIDAVIT**

STATE OF FL )

: SS

COUNTY OF MONROE )

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

By: *Richard Toppino*

Sworn and subscribed before me this 7 day of May 2021.

*Michael Labrada*  
NOTARY PUBLIC, State of FL, at Large

My Commission Expires:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2020

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

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

<b>PRODUCER</b> Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 305-591-0090 <b>FAX (A/C, No.):</b> 212-948-5665 E-MAIL: certsmiami@mma-fl.com ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Travelers Indemnity Co of America      NAIC # 25666 INSURER B : Phoenix Insurance Company      25623 INSURER C : Travelers Property Casualty Co of Amer      36161 INSURER D : The Travelers Indemnity Company      25658 INSURER E : INSURER F :	<b>INSURED</b> Charley Toppino & Sons Inc. Monroe Concrete Products Inc. P.O BOX 787 Key West FL 33041

**COVERAGES**      **CERTIFICATE NUMBER:** 276921043      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DTCO3202M181TIA20	5/19/2020	5/19/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		810ON4284482026G	5/19/2020	5/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000		CUP3J6572212026	5/19/2020	5/19/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB4K5263662026G	5/19/2020	5/19/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability Aggregate applies per Project if required by written contract.

Proof of Insurance only.

**CERTIFICATE HOLDER****CANCELLATION**

Charley Toppino & Sons Inc.  
 Monroe Concrete Products Inc.  
 PO Box 787  
 Key West FL 33041

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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### Major Projects

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
UNITED AND GRINNELL ST WATER MAIN IMPROVEMENTS	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DON HUBBS Company: FKAA Telephone: 305-296-3965	7/18/2017	UNDERGROUND UTILITIES	COMPLETE	\$527,921.34
NAS BOCA CHICA MAIN EXTENSION	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: JASON MCCLAIR Com: CHEN MOORE & ASSOCIATES Telephone: 954-730-0707	11/16/2016	UTILITIES, PIPEWORK, CONCRETE RESTORATION	COMPLETE	\$1,847,000.00
FKAA KEY HAVEN UTILITY IMPROVEMENTS	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	7/15/2016	UNDERGROUND UTILITIES, LIFT STATIONS, PAVING, STRIPING	COMPLETE	\$2,779,313.80
GERALD ADAMS SITEWORK AND DEMO	Name: AJAX BUILDING CORP Address: 6050 PORTER WAY Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	5/25/2017	CLEARING, EARTHWORK, UTILITIES	COMPLETE	\$4,578,670.40
PUMP STATION "F"	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JOHN PAUL CASTRO Company: CKW ENGINEERING Telephone: 305-809-3965	1/26/2015	PUMP STATION IMPROVEMENTS	COMPLETE	\$1,670,744.25
STOCK ISLAND ROADWAY & DRAINAGE IMPROVEMENTS	Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426	Name: FRANCISCO ALONSO Company: T. Y. LIN INTERNATIONAL Telephone: 305-567-1888	6/21/2017	DRAINAGE, STRUCTURES INSTALLATION , PAVEMENT, STRIPING	COMPLETE	\$4,097,278.47
VFD PUMP STATIONS A, B, C, D, DA	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JOHN PAUL CASTRO Company: CKW ENGINEERING Telephone: 305-809-3965	11/13/2015	PUMP STATION IMPROVEMENTS	COMPLETE	\$4,022,894.40

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
CITY OF KEY WEST RIGHT OF WAY IMPROVEMENTS 2017	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JANET MUCCINO Company: CKW ENGINEERING Telephone: 305-809-3965	4/11/2017	FLATWORK, MILLING AND PAVING, STRIPING	COMPLETE	\$2,500,000.00
ST MARY'S ACTIVITY CENTER	Name: ARCHDIOCESE OF MIAMI Address: 9401 BISCAYNE BLVD, MIAMI Telephone: 305-762-1032	Name: CARLOS HUEMBES Company: VILLA AND ASSOCIATES Telephone: 305-661-8181	5/8/2017	UTILITIES, BUILDING CONSTRUCTION	COMPLETE	\$1,574,143.14
FDOT E-6196 MARATHON	Name: GENERAL ASPHALT Address: 4950 NW 172 AVE, MIAMI, FL Telephone: 305-592-3480	Name: ORACIO RICCOBONO Company: GEOSOL, INC Telephone: 305-828-4367	3/3/2017	CLEARING, DRAINAGE, SUBBASE INSTALLATION	COMPLETE	\$1,010,539.55
FDOT T6489	Name: Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555	Name: Hernan Lugo Company: HBC Engineering Telephone: 305-232-7932	6/23/20	Earthwork, Stabilization, RipRap	ACTIVE	\$6,014,031.65
ABC CONSTRUCTION: KWIA COMMERCIAL APRON	Name: ABC CONSTRUCTION Address: 7215 NW 7 ST, MIAMI, FL Telephone: 305-663-0322	Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 904-636-5432	12/16/2016	PAVEMENT REMOVAL, EXCAVATION, ASPHALT MILLINGS	COMPLETE	\$995,220.00
MONROE COUNTY KWIA DRAINAGE IMPROVEMENTS	Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426	Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 904-636-5432	11/22/2016	EARTHWORK, DRAINAGE INSTALLTION	COMPLETE	\$2,818,122.25
STANLEY SWITLIK ELEMENTARY SCHOOL	Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	2/27/18	SITework, UNDERGROUND UTILITIES	COMPLETE	\$4,343,634.55

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
POINCIANA GARDENS ASSISTED LIVING FACILITY	Name: ROCKFORD CONSTRUCTION 601 FIRST ST NW, GRAND RAPIDS, MI Telephone: 616-285-6933	Name: PEREZ ENGINEERING 1010 KENNEDY DR, KEY WEST, FL Telephone: 305-293-9440	SEPT 28, 2016	SITWORK, EARTHWORK, UTILITIES	COMPLETE	\$945,722.00
FKAA KEY HAVEN FM EXTENSION	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	11/22/2018	UNDERGROUND UTILITIES, LIFT STATIONS	COMPLETE	\$2,762,000.00
TRUMAN WATERFRONT PARK	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: KIRK OLNEY BERMELLO AJAMIL & PARTNERS Telephone: 305-859-2050	9/30/2015	SITE DEVELOPMENT, UTILITIES, CONCRETE	COMPLETE	\$15,164,925.26
STOCK ISLAND MARINA VILLAGE HOTEL	Name: SIMV 1, LLC Address: 2121 PONCE DE LEON BLVD STE 1250, CORAL GABLE, FL 33134 Telephone: 305-296-3904	Name: MICHAEL GIARDULLO Address: 201 W. MARION AVE STE 1306, PUNTA GORDA, FL Telephone: 941-505-1700	2/29/2016	SITWORK, HOTEL CONSTRUCTION	COMPLETE	\$18,958,714.22
BIG PINE OBSERVATION PLATFORM AND REYNOLDS ST PIER	Name: Monroe County BOCC Address: 500 Whitehead St, Key West, FL Telephone: 305-292-4426	Name: Stantec Address: 21301 Powerline Rd, Ste 311 Boca Raton, FL 33433 Phone: 561-487-3379	3/21/2018	Platform Construction, Piling, Boardwalk, Pier Restoration	COMPLETE	\$762,854.75
QUARRY HOUSING DEVELOPMENT	Name: QUARRY PARTNERS LLC Address: 3030 HARTLEY RD, JACKSONVILLE, FL 32257 Telephone: 904-288-7778	Name: RODOLFO MARTIN Company: PQH GROUP DESIGN, INC Telephone: 904-224-0001	6/7/2018	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK, PAVING, STRIPING	COMPLETE	\$6,163,588.00
MARTY'S PLACE	Name: Marty's Place Associates, LTD Address: 1434 Kennedy Dr, Key West Telephone: 305-293-4800	Name: Mark McLean Company: MHK Architecture & Planning Telephone: 239-250-9915	2/12/2019	Residential Facility Construction	COMPLETE	\$10,461,140

## References

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Allen Perez  
Owner  
Perez Engineering  
305-293-9440



Robert Lopez  
Owner  
General Asphalt  
305-510-3031



Rachel Cone  
The Southern Group  
Interim Secretary of FDOT under Rick Scott  
904-386-3033

## CREDIT REFERENCES

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Concrete Products Of Palm Beaches, Inc.  
460 Avenue S  
Riviera Beach, FL 33404  
(561) 842-2743



Ferguson Enterprises  
1950 NW 18th Street  
Pompano Beach, FL 33069  
(305) 947-0514



BB&T Bank - Jay Hall  
1010 Kennedy Dr.  
Key West, FL 33040  
(305) 292-3842

**B. Past and current projects within the Florida Keys:**

List all projects Firm has completed and/or is presently involved with in the Florida Keys.

Project Name/Description	Owner	Year Completed (Actual or Estimated)	Design - Construction Cost
Monroe County KWIA Drainage Improvements	Monroe County BOCC 1100 Simonton St Key West, FL 33040	2018	\$2,818,122.25
FKAA Key Haven Utility Improvements	FKAA 1100 Kennedy Drive Key West, FL 33040	2018	\$2,779,313.80
FKAA Key Haven Fm Extension	FKAA 1100 Kennedy Drive Key West, FL 33040	2019	\$2,762,000.00
City Of Key West Right Of Way Improvements 2017	City Of Key West Po Box 1409, Key West, FL 33040	2020	\$2,500,000.00
NAS Boca Chica Main Extension	FKAA 1100 Kennedy Drive Key West, FL 33040	2019	\$1,847,000.00
Pump Station "F"	City Of Key West Po Box 1409, Key West, FL 33040	2017	\$1,670,744.25
FDOT E-6J96 Marathon	General Asphalt 4950 NW 172 Ave Miami, FL	2018	\$1,010,539.55





**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

April 20, 2020

CHARLEY TOPPINO & SONS, INC.  
PO BOX 787  
KEY WEST, FLORIDA 33041

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due 4/30/2021.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, CURB & GUTTER, GROUT INJECTION, LIFT/PUMP STATION, RIP RAP, UNDERGROUND UTILITIES.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in blue ink that reads "Alan Autry". The signature is fluid and cursive, written over a light blue circular stamp.

Alan Autry, Manager  
Contracts Administration Office

AA:cg



**Contractor Pre-Qualification (CPQ)**



[Logout](#)  
 ASHLEY@CHARLEYTOPPINOANDSONS.COM

[Home](#) [Update Work Underway](#) [Help](#)

**Annual Application**

4/20/2020 7:22:35 AM EST

{ [Vendor](#) { [Stakeholders](#) { [Affiliates](#) { [Work Classes](#) { [Financial](#) { [Contracts](#) { [Manage](#) } } } } } }  
 { [Attach Financial Statements](#) { [Additional Documentation](#) { [Submit](#) { [Application Summary](#) } } } }

**Vendor Number:** F592426906002  
**Application Status:** COMPLETED

**Name:** CHARLEY TOPPINO & SONS, INC.  
**Fiscal Year End Date:** 12/31/2019

**Application Due Date:** 4/30/2020

**NOTE: The Capacity shown below will be reduced by your Work Underway to determine your Available Bidding Capacity.**

<b>Adjusted Current Ratio:</b>	1.81		
<b>Ability Score:</b>	75	<b>Surety Multiplier:</b>	0
<b>Ability Factor:</b>	4	<b>Calculated Maximum Bid Capacity:</b>	\$ 410,600,000.00
<b>Adjusted Net Worth:</b>	\$ 56,710,802.00		

Document	Mailed	Received	Attached
Audited or Reviewed Financial Statements	4/8/2020	4/8/2020	N/A
Affidavit	4/7/2020		AFFIDAVIT 2020-EXECUTED.PDF <a href="#">Request Document</a>
Equipment	3/30/2020		123119 EQUIPMENT LISTING-2020 FDOT FORMAT.PDF <a href="#">Request Document</a>
Surety Letter			
Letters of Recommendation			
* Audited or Reviewed Financial Statements	N/A	N/A	CHARLEY TOPPINO SONS INC._19 FS_FINAL.PDF <a href="#">Request Document</a>
Additional Document	N/A	N/A	FDOT 2020 ADDITIONAL DOCUMENTATION.PDF <a href="#">Request Document</a>

Event	Date	Comment
APPLICATION CREATED	3/30/2020	
APPLICATION SUBMITTED	4/8/2020	Good Morning, I have attached a pdf file with additional documentation and explanation of financial data used in our application. Also included is the FMV summary for the land used in construction operations and the 2019 land appraisal files. Please let me know if you have any questions. Ashley Peattie, CFO
APPLICATION RECEIVED	4/8/2020	

APPLICATION REVIEW COMPLETE	4/18/2020	The Department has completed the review of your application. Your new prequalification is effective immediately. A signed certificate of qualification will be sent via electronic mail to the primary account holder for this application within 10 to 14 business days. If the signed certificate should be e-mailed to a recipient other than the primary account holder, please provide the recipient's e-mail address to CO-CPQStaff@dot.state.fl.us. You can access your firm's maximum bid capacity and approved work classes on the capacity and work class tabs of the application. You can access your approved work classes, but not your maximum bid capacity, by accessing our public database at: <a href="https://fdotwp1.dot.state.fl.us/contractorprequalification/public/PrequalifiedVendorSearch.aspx">https://fdotwp1.dot.state.fl.us/contractorprequalification/public/PrequalifiedVendorSearch.aspx</a> .
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**FLORIDA DEPARTMENT OF TRANSPORTATION**  
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or email:  
[Service Desk](#)  
 Send Prequalification Questions or Comments to [Contracts Administration Office](#)  
[Internet Privacy Policy, Disclaimers & Credits](#)



Ron DeSantis, Governor



Halsey Beshears, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**TOPPINO, JOHN PETER**

CHARLEY TOPPINO & SONS INC  
129 TOPPINO INDUSTRIAL DRIVE  
KEY WEST FL 33040

**LICENSE NUMBER: CGC1518488**

**EXPIRATION DATE: AUGUST 31, 2022**

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



Do not alter this document in any form.

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

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPINO & SONS INC  
Location Addr 2011 FLAGLER AVE  
Lic NBR/Class 23997 CONTRACTOR DBPR STATE CERTIFIED  
Issued Date 10/27/2020 **Expiration Date: September 30, 2021**

GENERAL CONTRACTOR

Comments:

Restrictions: DBPR #CGC1518488 (8/31/22)

CHARLEY TOPPINO & SONS INC  
PO BOX 787

KEY WEST, FL 33041

This document must be prominently displayed.

TOPPINO, FRANK

**CHARLEY TOPPINO & SONS, INC.**

**P.O. BOX 787**

**KEY WEST, FL 33041**

**305 296-5606**

**PAST PROJECTS**

**1.) CITY OF KEY WEST  
P.O. BOX 1409  
KEY WEST, FL 33040  
305 809-3965**

**SCOPE OF WORK:** STORM DRAINAGE, INJECTIONS WELLS, SIDEWALKS, CURBS, FOUNDATIONS, PIER REPAIR, FIRELINES, LANDSCAPING & MAINTENANCE, ROADWORK, ASPHALT, CULVERTS

**PROJECTS:**

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2011	\$1,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
WHITE ST PIER RIP RAP	\$ 131,054	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 1	\$ 218,890	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 2	\$ 164,181	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES

COLLEGE ROAD ENHANCEMENTS	\$ 283,921.84	BOND YES
ATLANTIC BLVD ENHANCEMENTS	\$ 498,839.13	BOND YES
DONALD AVE CANAL EMBANK	\$ 50,912.00	BOND NO
16 <sup>TH</sup> ST PAVEMENT STABILIZATION	\$108,000.00	BOND NO
CAROLINE STREET IMPROVEMENTS	\$3,000,000.00	BOND YES
PUMP STATION "F"	\$1,671,000.00	BOND YES
SIMONTON STREET EMER OUTFALL	\$ 893,000.00	BOND YES
ROW IMPROVE : 2015, 2016, 2017	\$2,727,900.00	BOND YES
TRUMAN WATERFRONT PARK	\$14,719,868.05	BOND YES
DONALD AVE CULVERT INSTALLATION	\$406,525.00	BOND YES
MANGROVE TRIMMING & DISPOSAL	\$149,329.00	BOND YES
HAWK MISSILE SITE RESTORATION	\$22,950	BOND YES
TRUMAN WATERFRONT PHASE II	\$4,765,712.00	BOND YES
SIMONTON ST IMPROVEMENTS	\$1,435,129	BOND YES
DUVAL ST IMPROVEMENTS	\$1,050,500	BOND YES

**2.) MONROE COUNTY**  
**1100 SIMONTON STREET**  
**KEY WEST, FL 33040**  
**305 292-4426**

**SCOPE OF WORK:** SITE WORK, STORM DRAINAGE, INJECTIONS WELLS, SIDEWALKS, CURBS, LANDSCAPING, ROADWORK, ASPHALT, PLAYGROUNDS.

**PROJECTS:**

PALM AVE ROADWAY	\$ 931,000	BOND YES
WILHELMINA PARK	\$ 145,000	BOND YES
MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$2,366,000	BOND YES
MARATHON AIRPORT SERVICE ROAD	\$ 688,000	BOND YES
KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 192,000	BOND YES
KW INTN AIRPORT: PARKING LOTS	\$ 531,000	BOND YES
BIG COPPITT PARK	\$ 860,242	BOND YES
BIG PINE BASIN FILL IN AND DEMO	\$ 904,943	BOND YES
MARATHON AIRPORT APRONS	\$ 376,344	BOND YES
PRADO CIRCLE	\$ 339,000	BOND YES
PALM DR BRIDGE REPAIR	\$ 131,000	BOND NO
KWIA DRAINAGE RECONSTRUCTION	\$ 295,000	BOND YES
KWIA DRAINAGE GAKAP146	\$1,655,480	BOND YES
STOCK ISLAND ROADWAY & DRAINAGE	\$3,953,134	BOND YES
SCENIC HIGHWAY OVERLOOKS	\$787,288.	BOND YES
EAST MARTELLO DRAINAGE	\$466,711	BOND YES
FARALDO CIRCLE IMPROVEMENTS	\$405,190	BOND YES
BIG COPPITT GULF VIEW BOAT RAMP	\$252,000	BOND YES
STOCK ISLAND ROADWAY & DRAINAGE II	\$3,423,967	BOND YES

**3.) FLORIDA DEPT OF TRANSPORTATION**  
**605 Suwannee Street**  
**Tallahassee, FL 32399-0450**  
**(850) 414-4000**

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, ASPHALT, HURRICANE CLEANUP, RIP-RAP INSTALL, SIGNAGE, FENCING.

TRUMAN AVE PROJECT:	\$10,500,000	BOND YES
BIG COPPITT BIKE PATH:	\$ 480,000	BOND YES
EMERGENCY ROAD REPAIRS, HURR WILMA:	\$ 185,000	BOND NO
HURRICANE GEORGES ROAD REPAIRS:	\$ 52,000	BOND NO
KNIGHTS KEY	\$ 373,000	BOND YES
BIG COPPITT BOAT RAMP & SPANISH HARBOR:	\$ 500,000	BOND NO
BIKE PATH SADDLE BUNCH KEYS	\$ 450,000	BOND YES
BOCA CHICA SEAGRASS MITIGATION	\$ 1,352,930	BOND YES
SUMMERLAND KEY DRAINAGE	\$2,000,000	BOND YES
HURRICANE IRMA REPAIRS T6476	\$1,873,536	BOND YES
HURRICANE IRMA REPAIRS T6489	\$6,002,446	BOND YES

**3.) SAUER INC.**  
**11223 PHILLIPS PARKWAY DR EAST**  
**JACKSONVILLE, FL 32256-15274**  
**904 262-6444**

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, ASPHALT.

**PROJECTS:**

CONTROL TOWER, BOCA CHICA NAS	\$832,000	BOND YES
WEATHER STATION, KEY WEST	\$366,000	BOND YES
NAVAL RESEARCH LAB	\$100,000	BOND NO
REPAIR MARINE OPS, COAST GUARD	\$337,000	BOND NO

**4.) FLORIDA KEY AQUADUCT AUTHORITY**  
**1100 KENNEDY DRIVE**  
**KEY WEST, FL 33040**  
**305 296-2454**

**SCOPE OF WORK:** SITE WORK, STORM DRAINAGE, SIDEWALKS, CURBS, ROADWORK, ASPHALT, STEEL BUILDING, WATER MAINS, HYDRANT RELOCATION & INSTALLATION, DEMOLITION.

**PROJECTS:**

FCAA CONSTRUCTION YARD BUILDING	\$ 682,000	BOND YES
PUMP STATION	\$ 377,555	BOND YES
BIG COPPITT WASTE WATER SYSTEM	\$11,078,347	BOND YES



DEMO WATER TANKS, BIG COPPITT	\$ 55,000	BOND YES
FLAGLER AVE WATERMAIN	\$ 306,861	BOND YES
REPUMP STATION BIG PINE KEY	\$ 919,020.00	BOND YES
KEY HAVEN UTILITY IMPROVEMENTS	\$ 2,766,744	BOND YES
BOCA CHICA FM EXTENSION	\$ 2,020,468	BOND YES
UNITED AND GRINNELL WATERMAIN	\$527,921	BOND YES
KEY HAVEN FM TRANSMISSION	\$ 2,762,000	BOND YES
SOMBRERO ROAD UPGRADES	\$1,791,793	BOND YES
TRUMBO POINT TANK REPLACEMENT	\$2,186,500	BOND YES
BREEZY PINES IMPROVEMENTS	\$1,309,084	BOND YES
METER READING GATEWAYS	\$472,050	BOND YES
WWTP DECOMM AND DEMO	\$344,693	BOND YES
FCAA HQ DEMO	\$189,000	BOND NO
SIRO PRODUCTION WELLS	\$487,276	BOND YES

**5.) GULF BUILDERS**  
**P.O. BOX 668307**  
**POMPANO BEACH, FL 33066**  
**954 583-5115**

**SCOPE OF WORK:** SITE WORK, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

**PROJECTS:**

ROOSEVELT GARDENS HOUSING PROJECT	\$1,256,000	BOND	YES
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**6.) BJ&K CONSTRUCTION**  
**970 WEST MCNAB ROAD**  
**FORT LAUDERDALE, FL 33309**  
**954 974-7744**

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

**PROJECTS:**

MERIDIAN WEST APARTMENTS	\$1,700,000	BOND	YES
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**7.) HEERY INTERNATIONAL**  
**1625 DENNIS STREET**  
**KEY WEST, FL 33040**

305 293-3008

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

**PROJECTS:**

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3      \$2,363,000      BOND      YES  
POINCIANA ELEMENTARY SCHOOL:      \$633,000      BOND      YES

**8. COASTAL CONSTRUCTION**

**5959 BLUE LAGOON DR  
STE 200  
MIAMI, FL 33126  
305 559-4900**

**SCOPE OF WORK:** SITE WORK, DEMOLITION, FILL, CONCRETE FLATWORK, COLUMNS, RETAINING WALLS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

**PROJECTS:**

SUGARLOAF ELEMENTARY SCHOOL:      \$2,300,000      BOND      YES  
BEACHSIDE CONDOS      \$2,665,000      BOND      YES  
POINCIANA ROYALE      \$ 524,520      BOND      YES  
HORACE O BRYANT MIDDLE SCH DEMO      \$ 388,081      BOND      YES  
HORACE O BRYANT MIDDLE SCH SITE      \$1,553,202      BOND      YES

**9.) HISTORIC TOURS OF AMERICA**

**201 FRONT STREET  
Key West, Florida 33040  
305 296-3609**

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

**PROJECTS:**

PARK VILLAGE      \$ 317,000      BOND      NO  
MARQUESA COURT      \$ 405,000      BOND      NO  
KEY COVE LANDINGS      \$ 675,000      BOND      NO  
LANDINGS AT KEY HAVEN      \$1,500,000      BOND      NO

**10.) DEMOYA GROUP**

12209 S. DIXIE HWY  
MIAMI, FL 33156  
305 255-5713

**SCOPE OF WORK:** STORM DRAINAGE , INJECTIONS WELLS, ROAD BASE, CONCRETE WORK.

**PROJECTS:**

SOUTH ROOSEVELT BLVD. REHAB	\$1,507,000.00	BOND NO (SUB)
BIG COPPITT US 1 ROAD EXPANSION	\$ 2,157,000	BOND NO (SUB)

**11.) DL PORTER**  
6574 PALMER CIRCLE  
SARASOTA, FL 34238  
941 929-9400

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

**PROJECTS:**

HOMELAND SECURITY, KEY WEST	\$ 231,600.00	BOND NO
KEY WEST INTERNATIONAL AIRPORT	\$ 724,000.00	BOND NO
SANTA MARIA HOTEL	\$ 225,000.00	BOND NO
COUCH HARBOR	\$ 210,000.00	BOND NO
ATLANTIC SHORES DEMO & SITEWORK	\$1,011,000.00	BOND NO
TRUMAN HOTEL SITEWORK	\$ 55,000.00	BOND NO
SPINDRIFT HOTEL DEMO & SITEWORK	\$300,000.00	BOND NO
FIRE STATION # 2 CITY OF KEY WEST	\$661,000.00	BOND NO
SPINDRIFT HOTEL	\$150,000.00	BOND NO
HISTORIC SEAPORT COMMONS	\$ 81,000.00	BOND NO
TRUMAN AMPHITHEATER	\$ 183,593	BOND NO
KOSLOSKE RESIDENCE	\$100,000	BOND NO

**12. HARRY PEPPER & ASSOCIATES**  
215 CENTURY 21 DRIVE  
JACKSONVILLE, FL 32216  
904 721-3300

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

**PROJECTS:**

REPAIR BASE OPERATIONS, BOCA CHICA	\$601,000	BOND NO
ELLISON DRIVE, TRUMBO POINT	\$ 116,000	BOND NO
BEQ, TRUMAN ANNEX	\$ 70,000	BOND NO
JIAFT EAST WAREHOUSE	\$462,000	BOND NO

**13. BRPH**  
**3275 SUNTREE BLVD**  
**MELBOURNE, FL 32940**

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

**PROJECTS:**

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO
TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO
NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO
SIGSBEE PARK YOUTH CENTER	\$89,600	BOND NO

**14. DOOLEY MACK CONTRACTORS**  
**5800 LAKEWOOD RANCH BLVD.**  
**SARASOTA, FL 34240**  
**941 921-4636**

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

**PROJECTS:**

STEAMPLANT CONDOS	\$1,332,000.00	BOND YES
THE MEADOWS, KEY WEST	\$ 145,000.00	BOND NO

**15. BOTANICAL GARDENS**  
**5210 COLLEGE ROAD**  
**KEY WEST, FL 33040**  
**305 296-1504**

**SCOPE OF WORK:** DEMOLITION, , SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, BOARDWALK / PILE CONSTRUCTION, BOULDER CUTTING & PLACEMENT, LAKE / POND CONSTRUCTION.

**PROJECTS:**

BOTANICAL GARDENS PHASE 1 POND	\$329,896.50	BOND YES
BOTANICAL GARDENS PHASE III	\$167,000.00	BOND YES

**16. BALFOUR BEATTY MILITARY HOUSING MANAGEMENT LLC**  
10 CAMPUS BLVD.  
NEWTOWN SQUARE, PA 19073  
610 355-8051

**SCOPE OF WORK:** DEMOLITION, , SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, BOARDWALK / PILE CONSTRUCTION, BOULDER CUTTING & PLACEMENT, LAKE / POND CONSTRUCTION.

**PROJECTS:**

RENOVATIONS FAMILY HOUSING MEDICAL CTR	\$141,350.00	BOND NO
RENOVATIONS TO QUARTERS LB, MEDICAL CTR	\$ 39,800.00	BOND NO

**17. FL DEPT OF ENVIRONMENTAL PROTECTION**  
3900 COMMONWEALTH BLVD.  
TALLAHASSEE, FL 32399-3000  
305 420-8432

**SCOPE OF WORK:** BRIDGE REPAIR TO OLD OHIO BAHIA HONDA BRIDGE, MM 38.7, REPAIR ENTIRE SUPER STRUCTURE DECK, PROVIDE AND INSTALL AL PEDESTRIAN RAILING, MILL/RESURFACE AND STRIPE, SPALL / CRACK REPAIR, SEAWALL, SHEET PILING.

**PROJECTS:**

OHIO BAHIA HONDA BRIDGE REPAIR:	\$837,700.00	BOND YES
HERITAGE TRAIL: SUGARLOAF SEGMENT:	\$255,000.00	BOND YES
HERITAGE TRAIL: KEY HAVEN TO BIG COPPITT:	\$2,052,268.00	BOND YES
HERITAGE TRAIL: SPANISH HARBOR	\$4,083,000.00	BOND YES
BAHIA HONDA: LOGGERHEAD BEACH RESTORE	\$1,240,245	BOND YES
BAHIA HONDA: SANDSPUR RESTORATION	\$2,962,347	BOND YES

**18. SH MARATHON, LTD.**  
506 FLEMING ST.  
KEY WEST, FL 33040  
305 294-6100

**SCOPE OF WORK:** DEMOLITION AND REBUILD OF HOTEL, RESTAURANT, MARINA AND BOAT SLIPS IN MARATHON, FL. HOLIDAY INN EXPRESS.

HOLIDAY INN EXPRESS:	\$8,890,227	BOND YES
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**19. DORADO/CONQUISTADOR**

541 N. PALMATTO AVE.  
SUITE 104  
SANFORD, FL 32771  
407 688-0600

**SCOPE OF WORK:** SITEWORK, ENVIRONMENTAL MITIGATION, CANAL EXCAVATION, FILL REMOVAL AND PROCESSING AT THE BOCA CHICA NAVAL AIR STATION AIRFIELD.

**PROJECTS:**

BOCA CHICA AIRFIELD VEGETATION	\$1,057,126.00	BOND YES
BOCA CHICA ANTENNA PAD MITIGATION	\$ 385,213.00	BOND NO
GEIGER KEY MITIGATION	\$ 432,549.46	BOND NO
NE HYDRO RESTORATION	\$1,206,399.00	BOND YES
BOCA CHICA WEST LAGOONS	\$ 910,420.00	BOND YES
BOCA CHICA PERIMETER ROAD	\$ 315,317.00	BOND YES
ROCKLAND STAGING AREA	\$ 69,899.00	BOND YES
BIG COPPITT SITE 2 EAST	\$ 47,910.00	BOND YES
AREAS: 1,2,3,5,6, 20,21,22,23,24	\$6,800,000.00	BOND YES

**20. SS RAFFERTY, LLC**  
3717 EAGLE AVE  
KEY WEST, FL 33040

**SCOPE OF WORK:** DEMOLITION, SITEWORK, BUILDING.

512 DUVAL STREET BUILDING	\$1,071,586.28	BOND NO
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**21. BOTSFORD BUILDERS**  
937 107th Street Gulf  
Marathon, FL 33050  
(305) 743-9644

**SCOPE OF WORK:** SITEWORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, PARKING LOTS, ASPHALT, SIDEWALKS, CURBS, ROADWORK.

**PROJECTS:**

FLAGLER'S VILLAGE	\$956,445.00	BOND YES
OCEANSIDE MARINA DEMO	\$193,950.00	BOND NO

**22. GENERAL ASPHALT**  
4950 NW 172 AVE  
MIAMI, FL 33166  
(305) 592-3480

**SCOPE OF WORK:** EXCAVATION, CLEAR / GRUBBING, ROAD BASE, CONCRETE WORK  
STORM DRAINAGE

SUGARLOAF SEGMENT US # 1	\$401,598.22	BOND NO
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SHARK KEY WEST US # 1	\$61,320.86	BOND NO
RAMROD LITTLE TORCH US # 1	\$463,939.28	BOND NO
SUGARLOAF TO BIG COPPITT US # 1	\$136,250.46	BOND NO
TRUMAN AVE E6I33	\$125,588.00	BOND NO
S. ROOSEVELT-BIG COPPITT US # 1 T6320	\$1,860,000.00	BOND NO
FDOT E-6J96-MARATHON	\$1,010,539	BOND NO
KWIA RUNWAY	\$2,322,853	BOND NO
FDOT E6K75	\$485,537	BOND NO
FDOT E6K67	\$322,437	BOND NO
KWIA TAXIWAY IMPROVEMENTS	\$1,265,900	BOND NO

**23. WHARTON SMITH**

3547 SW CORPORATE PARKWAY  
PALM CITY, FL 34990-8152  
(772) 283-2944

**SCOPE OF WORK:** STORM DRAINAGE, INJECTION WELLS.

GEORGE ST BASIN PROJECT	\$ 80,134.50	BOND YES
CUDJOE REGIONAL AWRF	\$250,800.00	BOND YES

**24. AJAX BUILDING CORPORATION**

6050 PORTER WAY  
SARASOTA, FL 34232  
(941) 371-6222

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, FIRE LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT

FKCC MARINE TECH BUILDING	\$466,000.00	BOND YES
GERALD ADAMS ELEMENTARY	\$4,392,785	BOND YES
STANLEY SWITLIK ELEMENTARY	\$4,065,854	BOND YES
MARATHON HS ATHLETIC COMPLEX	\$4,157,965	BOND YES
TRANSPORTATION FACILITY	\$2,713,054	BOND YES
KEY WEST HIGH SCHOOL BACKYARD	\$1,451,562	BOND NO

**25. CIVIC CONSTRUCTION**

7144 SW 47TH STREET  
MIAMI, FL 33155  
(305) 661-4859

**JL WOODE, LLC**

49 IMMIGRATION ST  
SUITE 103  
CHARLESTON, SC 29403  
(312) 363-6000

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, FIRE LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT

**PROJECTS:**

HILTON GARDEN INN, SITE B DEMO	\$62,000.00	BOND NO
FAIRFIELD INN, SITE A DEMO	\$50,000.00	BOND NO
QUALITY INN, SITE C DEMO	\$235,502.00	BOND NO
HAMPTON INN, SITE D SITEWORK	\$244,653.00	BOND NO

HILTON GARDEN INN, SITE B SITEWORK	\$603,000.00	BOND NO
FAIRFIELD INN, SITE A SITEWORK	\$461,000.00	BOND NO
QUALITY INN, SITE C SITEWORK	\$477,000.00	BOND NO

**27. SCHOOL BOARD, MONROE COUNTY**

241 TRUMBO RD  
 KEY WEST, FL 33040  
 (305) 293-1400

**SCOPE OF WORK:** SITE WORK, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT, FIELD LIGHTING, HYDRANT RELOCATION

HARRIS SCHOOL DEMO	\$86,000.00	BOND NO
HOB PARKING LOT, SOCCER FIELD	\$343,882.00	BOND YES
HOB BUS LOOP	\$723,700	BOND YES
MARATHON MANOR DEMO	\$409,000.00	BOND YES
MAY SANDS DEMO	\$179,920	BOND YES

**28. BOY SCOUTS OF AMERICA, SOUTH FL COUNCIL**

15255 NW 82ND AVE  
 MIAMI LAKES, FL 33016  
 (305) 364-0020

**SCOPE OF WORK:** SITEWORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, LIFT STATION, GRINDER PUMPS, WATER MAINS, PARKING LOTS, ASPHALT, SIDEWALKS, CURBS, ROADWORK, MODULAR HOUSE, TWO STORY BATHHOUSE FACILITY, ELECTRICAL, PLUMBING, LANDSCAPING, ENVIRONMENTAL MITIGATION.

CAMP SAWYER, BOY SCOUT CAMP	\$2,295,049.13	BOND YES
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**29. LONGSTOCK II, LLC STOCK ISLAND MARINA VILLAGE, PHASE 1**

7009 SHRIMP ROAD  
 KEY WEST, FL 33040  
 (305) 294-2288

**SCOPE OF WORK:** SITE WORK, DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS, SANITARY SEWER, WATER MAINS, FIRE LINES, SIDEWALKS, CURBS, BRICK PAVING, ROADWORK, PARKING LOTS, ASPHALT, FENCING, MARINE DOCK FACILITIES: DECKING, FIRE SYSTEM, SANITARY SEWER LIFT STATION, FORCE MAINS, SEAWALLS, FLOATING DOCKS, FUEL SYSTEM, LANDSCAPING, IRRIGATION, DREDGING.

STOCK ISLAND MARINA VILLAGE PH 1	\$ 15,010,683.79	BOND YES
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**30. DOUGLAS N. HIGGINS, KEY WEST**

5707 College Road  
 Key West, FL 33040  
 (305) 292-7717

**SCOPE OF WORK:** DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS, SANITARY SEWER.



EAST FRONT ST FLOOD MITIGATION, CKW	\$444,000.00	BOND NO
KEY WEST TRANSIT FACILITY	\$ 77,487.00	BOND NO

**31. LAYNE HEAVY CIVIL**  
4520 NORTH STATE ROAD 37  
ORLEANS, IN 47452  
812 865-3232

**SCOPE OF WORK:** TEMP INJECTIONS WELLS, SANITARY SEWER, WATER MAINS.

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:		
OUTER ISLANDS	\$5,400,000.00	BOND NO
BIG PINE KEY BIKE PATH REPAIR	\$ 192,330.00	BOND NO

**32. GIANNETTI CONTRACTING OF FL, INC.**  
2660 NW 15th Court # 108  
Pompano Beach, FL 33069-1500  
(954) 972-8104

**SCOPE OF WORK:** TEMP INJECTIONS WELLS

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:		
OUTER ISLANDS	\$391,200.00	BOND NO

**33. SOUTHERNMOST CABANA RESORT, LLC**  
P.O. Box 420236  
Summerland Key, FL. 33042  
(850) 221 2338

**SCOPE OF WORK:** SITEWORK, SANITARY SEWER, STORM SEWER, FIRE LINES, WATERMANS.

SOUTHERNMOST CABANA RESORT	\$430,000.00	BOND NO
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**33. MARATHON OCEAN HOUSING LLC**  
5604 PGA BOULEVARD  
SUITE 109  
PALM BEACH GARDENS, FL 33418  
(561) 722-9725

**SCOPE OF WORK:** SITEWORK, SANITARY SEWER (GRAVITY & VAC SYSTEM), STORM SEWER, FIRE LINES, WATERMANS, DEMOLITION, ROADWORK, CONCRETE WORK, ASPHALT PAVING, PAVEMENT STRIPING, LANDSCAPING.

TARPON HARBOR, MARATHON	\$2,223,000	BOND NO
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**34. SUMMIT CONTRACTING GROUP, INC**  
1000 RIVERSIDE AVE, STE 800  
JACKSONVILLE, FL 32204

**SCOPE OF WORK:** SITEWORK, WATERMAINS, FIRELINES, SEWER, DRAINAGE, LANDSCAPING, BRIDGE RECONSTRUCTION, ROADWAY CONSTRUCTION

QUARRY PHASE I & II \$6,320,823 BOND NO  
**35. MARTY'S PLACE ASSOCIATES, LTD**  
1434 KENNEDY DR  
KEY WEST, FL 33040

**SCOPE OF WORK:** GENERAL CONTRACTOR FOR CONSTRUCTION OF 47 UNIT ASSISTED-LIVING FACILITY

MARTY'S PLACE ASSISTED LIVING FACILITY \$10,594,453 BOND YES

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PART 2

CONTRACT FORMS

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AGREEMENT

between

CITY OF KEY WEST, FLORIDA

and

CHARLEY TOPPINO & SONS, INC.

for

GENERAL UTILITIES SERVICES

APRIL 2021

This is an Agreement between: CITY OF KEY WEST, FLORIDA, a municipal corporation, its successors and assigns, hereinafter referred to as "CITY," and **CHARLEY TOPPINO & SONS, INC.**, a corporation organized under the laws of the State of Florida, authorized to conduct business in the State of Florida, its successors and assigns, hereinafter referred to as "CONTRACTOR".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. Agreement: This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's ITB 21-007, CONTRACTOR's Response to ITB, dated April 2021, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners: Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.
- 1.3. Contract Administrator: The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4. Contract Completion: The "Contract Completion" is the date the CITY accepts the entire work as being in compliance with the Task Order, or formally waives nonconforming work to extent of nonconformity, and issues the final payment in accordance with the requirements set forth in Article 5, "Compensation and Method of Payment"<sup>1</sup> of this Agreement.
- 1.5. CONTRACTOR: The firm selected to perform the services pursuant to this Agreement.

- 1.6. CITY: City of Key West.
- 1.7. 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.
- 1.8. Notice: The term "notice" or the requirement to notify, as used in the Agreement 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.
- 1.9. Notice to Proceed: A written notice given by the CITY to the CONTRACTOR fixing the date on which the Task Order time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Task Order.
- 1.10. 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 aesthetics, and general configuration. Determination of equality in reference to the project design requirements will be made by the CITY. Such equal products shall not be purchased or installed by the CONTRACTOR without written authorization.
- 1.11. Specifications: The term "Specifications" refers to those portion of the Task Order 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 this Agreement.
- 1.12. Substantial Completion: "Substantial Completion" shall be that degree of completion of the project or a defined portion of the project, as evidenced by the CITY's written notice of Substantial Completion, 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 CITY. All equipment contained in the work, plus all other components necessary to enable the CITY to operate the facility in a manner that was intended, shall be complete on the substantial completion date.
- 1.13. Task Order: A detailed description of a particular service or services to be performed by CONTRACTOR under this Agreement.

1.14. Work: The word "work" within this Agreement shall include all material, labor, tools, and

all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Task Order, 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."

## **ARTICLE 2**

### **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The CONTRACTOR is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements, as set forth in Section 255.20, Florida Statutes, and has selected CONTRACTOR to perform the services hereunder based on the ITB 21-007 incorporated by reference and made a part hereof and the Response to the ITB from CONTRACTOR dated January 21, 2021, incorporated by reference and made a part of.
- 2.3. Negotiations pertaining to the services to be performed by CONTRACTOR were undertaken between CONTRACTOR and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

## **ARTICLE 3**

### **SCOPE OF SERVICES AND STANDARD OF CARE**

- 3.1. CONTRACTOR's services may include but are not limited to the following in regard to the Agreement:
  - A. Indefinite quantities for needed construction and repairs. The project contemplated consists of items of work required for the repair and replacement of storm and sanitary sewer systems, paving, sidewalks and other miscellaneous municipal work.
  - B. CONTRACTOR shall provide all necessary, incidental and related activities and services as required.
- 3.2. CONTRACTOR and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONTRACTOR to complete

any particular task order. If, during the course of the performance of the services included in this Agreement, CONTRACTOR determines that work should be performed to complete the Task Order which is, in the CONTRACTOR's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONTRACTOR shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONTRACTOR proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONTRACTOR outside the originally anticipated level of effort without prior written CITY approval or modification of task order is at CONTRACTOR's sole risk.

- 3.3. The specific services to be provided by the CONTRACTOR and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.
  - 3.3.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
  - 3.3.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.
  - 3.3.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONTRACTOR's materials cost or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.
  - 3.3.4. A Task Order may be terminated at any time, with or without cause, by the CITY upon written notice to CONTRACTOR. CONTRACTOR shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONTRACTOR shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding task orders.
  - 3.3.5. The CONTRACTOR shall begin services under any Task Order when authorized



by a Purchase Order issued by the CITY and delivered to CONTRACTOR.

- 3.3.6. The CITY and CONTRACTOR may negotiate additional scopes of services, compensation, time and material costs, and other related matters for each Task Order as allowed by this Agreement. If CITY and CONTRACTOR cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.3.7. CONTRACTOR shall perform services under this Agreement in accordance with professional industry standards at the time and place where the services are provided. In the event CONTRACTOR does not achieve a competent workmanship standard, CONTRACTOR will correct such work, deficiency, or damage.
- 3.3.8. CONTRACTOR is required to perform the task orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all task orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONTRACTOR or any subcontractor, CONTRACTOR shall present options for their use or implementation.
- 3.3.9. CONTRACTOR shall examine and become familiar with the Task Order 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. Failure to make an examination necessary for this determination shall not release the CONTRACTOR from obligation of the Task Order. No verbal agreement or conversation with any officer, agent, or employee of the CITY shall affect or modify any of the terms or obligation herein contained.

#### **ARTICLE 4**

#### **TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES**

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the CITY having the option of one (1) two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1. CONTRACTOR shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2. CONTRACTOR must receive written approval from the Contract Administrator prior to

beginning the performance of services in any subsequent task order. Prior to granting approval for CONTRACTOR to proceed to a subsequent task order, the Contract Administrator may, at his or her sole option, require CONTRACTOR to submit any deliverables/documents for the Contract Administrator's review.

- 4.3. In the event CONTRACTOR is unable to complete the above services because of delays by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONTRACTOR, or because of delays which were caused by factors outside the control of CONTRACTOR, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONTRACTOR to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the CONTRACTOR fails to substantially complete the Task Order on or before the Substantial Completion date specified in its agreement with CITY, or if CONTRACTOR is granted an extension of time beyond said Substantial Completion date, and CONTRACTOR's services are extended beyond the Substantial Completion date,
- 4.5. through no fault of CONTRACTOR, CONTRACTOR shall be compensated in accordance with Article 5 for all services rendered by CONTRACTOR beyond the Substantial Completion date.
- 4.6. In the event CONTRACTOR fails to substantially complete the Task Order on or before the Substantial Completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or deficiency of CONTRACTOR, then CONTRACTOR shall pay to CITY its proportional share of any claim for damages arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

## ARTICLE 5

### COMPENSATION AND METHOD OF PAYMENT

- 5.1. **AMOUNT AND METHOD OF COMPENSATION FOR CONTRACT WORK**
  - 5.1.1. For performing the Work of this Agreement as set forth in any Task Order, the CITY shall compensate the CONTRACTOR an amount not to exceed the Task Order amount set forth in such Task Order.
  - 5.1.2. Unless otherwise agreed upon by the parties, the rates set forth in the proposal ITB 21-007 Unit Price Items Bid Form shall be used to set the compensation amount of a Task

Order for one or more of the following purposes:

- 5.1.2.1 Payment method based on unit prices shall be the basis for determining unit costs for particular Task Order(s), which the CITY shall pay the CONTRACTOR upon completion and acceptance of such Task Order;
- 5.1.2.2 Payment method basis for determining a lump sum amount, which the CITY shall pay the CONTRACTOR upon completion and acceptance of the Task Order shall be substantiated by documentation with an itemized breakdown of Contractor costs, including labor, material, rentals, approved services, overhead and profit; or
- 5.1.2.3 Payment method for cost reimbursement compensation shall be understood to mean that payment for work will be made on a time and expense basis, which the CITY shall pay the CONTRACTOR for employment forces time, material, equipment, and other items of costs as required and used to do the work in the Task Order.

To receive partial payments and final payment for cost reimbursement work, the CONTRACTOR shall submit detailed and complete documentation verification of the CONTRACTOR's actual costs involved in the cost reimbursement work. Such costs shall be submitted within 30 days after said work has been performed.

- 5.1.2.4 The CITY reserves the right to furnish such materials and equipment as deemed expedient, and the CONTRACTOR shall have no claim for profit or added fees on the cost of such materials and equipment.
- 5.1.3. All rates must be set forth on the proposal ITB 21-007 Unit Price Items Bid Form and shall be inclusive of all material, labor, machinery, transportation, associated benefits, overhead, profit, and appurtenances necessary to perform and complete the Task Order, 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. Any work, materials, or equipment that may reasonably be inferred from the Task Order as being required to produce the intended result shall be supplied whether or not specifically called for. The term "provide" shall be understood to mean "furnish, and install, complete in-place."
- 5.1.4. CONTRACTOR unit prices stated in the proposal ITB 21-007 Unit Price Items Bid Form shall be valid for three years, and for an additional two years unit prices shall be as in the proposal plus a CPI increase.
- 5.1.5. In the event of a change of scope, the CITY, without notice to the Sureties and without invalidating the Agreement, may order changes in the work within the general scope of the

task order by altering, adding to, or deducting from the work, the Task Order being adjusted accordingly. The CITY shall authorize in writing an appropriate decrease or increase in compensation. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor costs, including labor, material, rentals, approved services, overhead and profit. All work shall be executed under the conditions of the original Task Order, except as specifically adjusted at the time of ordering such change.

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

- 5.1.6. CONTRACTOR shall submit rates and other actual unit costs supporting the invoicing with certification stating work covered by invoice has been completed in accordance with Contract Documents, that all amounts are accurate and current.
- 5.1.7. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONTRACTOR shall make reasonable efforts to complete the work within the budget and keep CITY informed of progress toward that end so that the budget or work effort may be adjusted if necessary.
- 5.1.8. CONTRACTOR is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the CITY obligated to pay CONTRACTOR beyond these limits.
- 5.1.9. When any budget has been increased, CONTRACTOR's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approval increase.
- 5.1.10. 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 Task Order. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the CITY and acceptance by the CONTRACTOR of partial payments based on 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.
- 5.1.11. At least 30 days before each progress payment falls due, the CONTRACTOR shall submit to the CITY a detailed estimate of the amount earned during the preceding month for the separate portions of the work, and request payment. The words "amount earned" means the value, on the date of the estimate partial payment, of the work completed in accordance with a task order, and the value of approved materials delivered to the project site suitable stored and protected prior to incorporation into the work. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.

Owner may return the request to Contractor indicating in writing reasons for refusing to make payment. CONTRACTOR may, within 7 days, make the necessary corrections and resubmit the request.

Refusal to make payment may be 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 to protect the CITY from loss because:

1. The work is defective, or completed work has been damaged requiring correction or replacement;
2. Written claims have been made against CITY or Liens have been filed in connection with the work;
3. The Contract Price has been reduced because of Change Orders;
4. CITY has been required to correct defective work or complete the work in accordance with Article 7;
5. Of CONTRACTOR's unsatisfactory prosecution of the work in accordance with the Task Order; or
6. CONTRACTOR's failure to make payment to Subcontractors or for labor, materials, or equipment.

5.1.12. The CITY will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work. When the work is 50 percent complete, the CITY may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the CONTRACTOR is making satisfactory progress and there is no specific cause for greater retainage. The CITY may reinstate the retainage up to 10 percent if the CITY determines that the CONTRACTOR is not making satisfactory progress or where there is other specific cause for such withholding.

5.1.13. Qualification for partial payment for materials delivered by not yet incorporated into the work shall be 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. The CITY 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 CITY. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

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

5.1.14. 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.

5.1.15. In any case where the CONTRACTOR deems additional time or compensation will become due him under this Agreement for circumstances other than those defined in Article 7, the CONTRACTOR shall notify the CITY, 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 writing and shall state the circumstances and the reasons for the claim, but not state the amount. If such notification is not given or if the CITY 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 CITY 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 a Task Order. Claims for additional time or compensation shall be made in itemized detail and submitted, in writing, to the CITY 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 paragraph 5.3.7.

5.1.16. The CONTRACTOR shall indemnify and hold harmless the CITY from all claims for labor and materials furnished under this Agreement. Prior to the final payment,

the CONTRACTOR shall furnish to the CITY, 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 CITY, of all liens arising out of or filed in connection with the work.

- 5.1.17. Upon completion of all the work under a Task Order, the CONTRACTOR shall notify the CITY, in writing, that he has completed his part of the Task Order and shall request final payment. Upon receipt of such notice the CITY will inspect and, if acceptable as to the completed work and the final estimate of the amount due to the CONTRACTOR, and compliance by the CONTRACTOR with provisions regarding release of liens or claims, and other provisions as may be applicable, the CITY shall pay the CONTRACTOR all monies due him under the provisions of the Task Order.
- 5.1.18. Neither the inspection by the CITY, nor any order by the CITY for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the CITY, nor any extension of time, nor any possession taken by the CITY or its employees, shall operate as a waiver of any provision of this Agreement, or any power herein reserved to the CITY, or any right to damages herein provided, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the CITY's rights under the warranty.
- 5.1.19. The acceptance by the CONTRACTOR of the final payment shall release the CITY from all claims and all liability to the CONTRACTOR for all things done or furnished in connection with the work, and every act of the CITY and others relating to or arising out of the work except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his Sureties from obligations under this Agreement and the Performance Bond, Payment Bond, and other bonds and warranties, as herein provided.

## **5.2. METHOD OF BILLING**

### **5.2.1. Lump Sum or Unit Cost Compensation**

CONTRACTOR shall submit invoicing that identifies the Task Order number or project name on a monthly basis in a timely manner. Invoices shall identify the nature of the work performed and estimate percent of work accomplished, show expenditure of personnel and equipment hours and material quantities and units' costs, and a summary of previous invoice costs. Invoices shall itemize and

summarize all work performed by total quantity and unit cost for each item of work performed.

- 5.2.2. If requested, CONTRACTOR shall provide copies of past paid invoices to any subcontractor prior to receiving payment. CITY reserves the right to pay any subcontractor if CONTRACTOR has not paid them timely and the services of the subcontractor are necessary to complete the Task Order or any Task Order.

### **5.3 METHOD OF PAYMENT**

- 5.3.1 CITY shall pay CONTRACTOR within forty-five (45) calendar days from receipt of CONTRACTOR's proper invoice with documentation as provided above.

- 5.3.2 In the event CONTRACTOR has utilized a Subcontractor in order to perform the Task Order, CONTRACTOR will be required to provide documentation that subcontractor has been paid prior to payment being made to CONTRACTOR.

- 5.3.3 Upon completion of all the work under a Task Order, CONTRACTOR shall notify the CITY, in writing, that he has completed the Task Order, furnish release of liens or claims, and request final payment. Upon receipt of notice, the CITY shall inspect the completed work and final estimate of the amount due the CONTRACTOR and if acceptable, the CITY shall pay to the CONTRACTOR all monies due him under for the Task Order.

- 5.3.4 Payment will be made to CONTRACTOR at:

CHARLEY TOPPINO & SONS, INC.

Company address: PO BOX 787, KEY WEST, FL 33041

- 5.3.5 Neither the inspection nor any order by the CITY for payment for money, nor any payment for, or acceptance of, the whole or any part of the work by the CITY, nor any extension for time, nor any possession taken by the CITY, shall operate as a waiver of any provision of the Task Order, or any power herein reserved to the CITY, or any right to damages herein provide, nor shall any waiver of any breach in this Agreement 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 to the CITY's rights under the warranty.

- 5.3.6 The acceptance by the CONTRACTOR of the final payment shall release the CITY from all claims and all liability to the CONTRACTOR for all things done or furnished



in connection with the work, and every act of the CITY and others relating to or arising out of the work except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his Sureties from obligations under this Agreement and warranties, as herein provided.

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

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

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

A. UNIT PRICES

Those unit prices stipulated in the proposal ITB 21-007 Unit Price Items Bid Form 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. LUMPSUM

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

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

C. COST REIMBURSEMENT WORK

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

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

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the CITY.
2. Material delivered and used on the designated work, including sales tax, if paid by the CONTRACTOR or 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 CITY.
5. Additional insurance (other than labor insurance) as required and approved by the CITY.

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 CITY.

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 CITY report sheets for 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 CITY reserves the right to furnish such materials and equipment as he deems expedient and the CONTRACTOR shall have no claim for profit or added fees on the cost of such materials and equipment. To receive partial payments and final payment for cost reimbursement work, the CONTRACTOR shall submit to the CITY, 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.

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

5.4.1. 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 Task Order. Any material condemned or rejected shall be removed at once from the project site.

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

5.4.3. 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 Agreement, 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, or within such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by a Task Order. 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 shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

- 5.4.4. 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 qualifying equipment shall be from the time of substantially complete.
- 5.4.5. The CONTRACTOR also agrees to hold the CITY harmless from liability of any kind arising from damage due to said defects. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order for same from the CITY. If the CONTRACTOR fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the CITY may have the defective work corrected or the rejected work removed and replaced, and the CONTRACTOR and his Surety shall be liable for the cost thereof.
- 5.4.6. The CITY may issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the CITY will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the CONTRACTOR from completing the remaining work within the specified time and in full compliance with the Task Order.

## ARTICLE 6

### CITY'S RESPONSIBILITIES

- 6.1 CITY shall assist CONTRACTOR by placing at CONTRACTOR's disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to design or construction of the Task Order.
- 6.2 CITY shall arrange for access to, and make *all* provisions for, CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform its services.
- 6.3 CITY shall review the CONTRACTOR's Work, including materials and methods of installation, identified in the task orders and respond in writing with any comment

within the time set forth in the Task Order or within a reasonable time.

- 6.4 CITY shall give prompt written notice to CONTRACTOR whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR's services or any defect in the work of any Contractor.

## ARTICLE 7

### MISCELLANEOUS

#### **7.1 OWNERSHIP OF THE WORK**

##### **7.1.1 SUBMITTALS**

After checking and verifying *all* field measurements CONTRACTOR shall submit to CITY 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 with respect to the review of the submittal. The data shown shall be complete with respect to quantities, dimensions specified, performance and design criteria, materials, and similar data to enable CITY to review the information. Contractor shall also submit to CITY 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 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.

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

CITY will review submittals with reasonable promptness, but CITY's review will be only for conformance with the design concept of the project and for compliance with the Task Order 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 Task Order) 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 CITY 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 CITY on previous submittals.

CITY's review of submittals shall not relieve CONTRACTOR from the responsibility for any variation from the requirements of the Task Order unless CONTRACTOR has in writing called CITY's attention to each such variation at the time of submission and CITY 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 CITY 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 CITY's review and approval of the pertinent submission shall be at the sole expense and responsibility of the CONTRACTOR.

#### 7.1.2 MATERIALS AND APPLIANCES

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

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

In selecting and/or approving equipment for installation in the project, the CITY assumes 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.

#### 7.1.3 CONTRACTOR AND MANUFACTURER COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

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

compliance with the requirements included herein. CONTRACTOR shall notify all equipment suppliers and Subcontractors of the provisions of this Article.

#### 7.1.4 SUBSTITUTION OF MATERIALS

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

#### 7.1.5 PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the CITY 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 CITY. Schedule such testing with the CITY at least one week in advance of the planned date for testing.

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

The CITY, 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 CITY, it shall, if required by the CITY, be uncovered for examination at the CONTRACTOR's expense.

Reexamination of questioned work may be ordered by the CITY, and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found to be in

accordance with the Task Order, the CITY will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Task Order, the CONTRACTOR shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the CONTRACTOR.

#### 7.1.6 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 Task Order.

#### 7.1.7 CLEAN 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.

#### 7.1.8 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 the Task Order, 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 CITY 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 CITY. In addition, the CONTRACTOR must promptly report in writing to the CITY 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 CITY, giving full details of the claim.

#### 7.1.9 PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall at all times safely guard and protect from damage the CITY's property, adjacent property, and his own work from injury or loss in connection with a Task Order. 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 a Task Order, 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.

#### 7.1.10 RESPONSIBILITY OF CONTRACT TO ACT IN AN EMERGENCY

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

#### 7.1.11 CITY'S USE OF PORTIONS OF THE WORK

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

#### 7.1.12 CITY'S RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work completed under this Agreement shall prove to be defective and not in accordance with a Task Order, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the CITY shall have the right and authority to retain such work but will

make such deduction in the final payment therefore as may be just and reasonable.

#### 7.1.13 CITY'S RIGHT TO DO WORK

Should the CONTRACTOR neglect to prosecute the work in conformance with the Task Order or neglect or refuse at his own cost to remove and replace work rejected by the CITY, then the CITY may notify the Surety of the condition, and after 10 days written notice to the CONTRACTOR and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the CITY may have under Agreement, 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.

#### 7.1.14 CITY'S RIGHT TO TRANSFER EMPLOYMENT

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

If, after the furnishing of said written notice to the Surety, the CONTRACTOR and the Surety still fail to make reasonable progress on the performance of the work, the CITY may terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient and charge the cost thereof to the CONTRACTOR and the Surety. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Task Order, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the CONTRACTOR and the Surety shall pay the difference to the CITY.

#### 7.1.15 DELAYS AND EXTENSION OF TIME

If the CONTRACTOR is delayed in the progress of the work by any act or neglect of

the CITY, or by any separate Contractor employed by the CITY, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the CONTRACTOR, within 48 hours of the start of the occurrence, gives written notice to the CITY of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the CONTRACTOR gives written notice to the CITY of any actual time extension requested as a result of the aforementioned occurrence, then the Task Order time may be extended by change order for such reasonable time as the CITY 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 a task order. 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 a task order completion time.

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

The CONTRACTOR shall submit to the CITY a written request for an extension of time and recommendation as to the number of days for time extension. The CITY will make the final decision on all requests for extension of time.

#### 7.1.16 OTHER CONTRACTS

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

If any part of the work under this Agreement 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 CITY in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. The CONTRACTOR's failure to so report shall constitute and

acceptance of the work by others as being fit and proper for integration with work under this Agreement, except for latent or non-apparent defects and deficiencies in the work.

#### 7.1.17 USE OF PREMISES

The CONTRACTOR shall confine his equipment, the storage of materials and the operation of his workers to project area limits, as indicated by law, ordinances, permits, or directions of the CITY, 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 project area limits and shall furnish the CITY copies of permits and agreements for use of property outside that provided by the CITY.

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

### 7.2 TERMINATION

7.2.1 This Agreement may be terminated with or without cause by CITY at any time.

7.2.2 Notice of termination shall be provided in accordance with paragraph 7.12 of this Agreement.

7.2.3 In the event this Agreement is terminated, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

#### 7.2.4 CONTRACTOR'S RIGHT TO TERMINATE TASK ORDER

If the work should be stopped under an order of any court or other public authority for a period of more than three months, through no act or fault of the CONTRACTOR, its Subcontractors, or respective employees, or if the CITY should fail to make payment on an approved properly submitted pay request or return payment request to Contractor for revision within 30 days after it is due, or if the CITY should fail to pay the CONTRACTOR within 45 days after time specified in Article 5, then the CONTRACTOR may, upon 15 days' written notice to the CITY, stop work or terminate the Task Order and recover from the CITY payment for all acceptable work performed and reasonable termination expenses, unless said default has been remedied.

### 7.3 AUDIT RIGHT AND RETENTION OF RECORDS

7.3.1 CITY shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Task Order. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.

7.3.1 CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, CONTRACTOR shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

**7.4 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS**

7.4.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

7.4.2 CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading,

demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

- 7.4.3 CONTRACTOR shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners.

## **7.5 PUBLIC ENTITY CRIMES ACT**

- 7.5.1 CONTRACTOR represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in being barred from CITY's competitive procurement activities.

- 7.5.2 In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it or any subcontractor, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

- 7.5.3 CONTRACTOR shall promptly notify CITY if it or any subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

## **7.6 SUBCONTRACTORS**

CONTRACTOR may use the subcontractors identified in the proposal that was a material part of the selection of CONTRACTOR to provide the services under this Agreement. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY's acceptance of a subcontractor shall not be unreasonably withheld. CONTRACTOR shall obtain written approval of

Contract Administrator prior to changing or adding to the list of subcontractors. The list of subcontractors submitted is as follows:

- a. General Asphalt Company
- b. Affordable Asphalt
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**7.7 ASSIGNMENT AND PERFORMANCE**

7.7.1 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONTRACTOR shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.

7.7.2 CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

7.7.3 CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.5.

**7.8 INDEMNIFICATION OF CITY**

7.8.1 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 "indemnities") 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 indemnities 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.

7.8.2 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.

**7.9 INSURANCE**

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

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

7.9.2 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 all policies- excepting Professional Liability-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 General 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.

7.9.3 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

- 7.9.4 If the work is being done on or near a navigable waterway, CONTRACTOR's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workers 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 workers compensation coverage under each policy.
- 7.9.5 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.
- 7.9.6 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.
- 7.9.7 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.
- 7.9.8 It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements as is required of CONTRACTOR.
- 7.9.9 In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the CONTRACTOR shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the CONTRACTOR to take out and/or maintain any required insurance shall not relieve the CONTRACTOR from any liability under the contract, nor shall the

insurance requirements be construed to conflict with the obligations of the CONTRACTOR concerning indemnification.

## **7.10 REPRESENTATIVE OF CITY AND CONTRACTOR**

7.10.1 The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon CONTRACTOR's request, shall advise CONTRACTOR in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.

7.10.2 CONTRACTOR shall inform the Contract Administrator in writing of CONTRACTOR's representative to whom matters involving the conduct of the Task Order shall be addressed.

## **7.11 ALL PRIOR AGREEMENTS SUPERSEDED**

7.11.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

## **7.12 NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

City of Key West

Department: \_\_\_\_\_

P.O. BOX 1409

Key West, FL 33041

FOR CONTRACTOR:

Contact: Richard Toppino

Address: PO Box 787, Key West, FL 33041

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**7.13 TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any task order and any additions thereto shall be adjusted to exclude any significant sums, by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

**7.14 INTERPRETATION**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

**7.15 INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR shall be subject to the supervision of CONTRACTOR. In providing the services, CONTRACTOR or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that

it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### **7.16 THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor, whether named or unnamed, shall be a third-party beneficiary of this Agreement.

#### **7.17 CONFLICTS**

7.17.1 Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.17.2 CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.17.3 In the event CONTRACTOR is permitted to use subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors from having any conflicts as within the meaning of this section and shall so notify them in writing.

#### **7.18 CONTINGENCY FEE**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**7.19 WAIVER OF BREACH AND MATERIALITY**

- 7.19.1 Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.19.2 CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

**7.20 COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

**7.21 SEVERABILITY**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement.

**7.22 JOINT PREPARATION**

Preparation of this Agreement has been a joint effort of CITY and CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**7.23 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

**7.24 APPLICABLE LAW AND VENUE**

The laws of the State of Florida govern the validity of this Agreement, its interpretation

and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

#### **7.25 INCORPORATION BY REFERENCE**

The attached exhibits are incorporated into and made a part of this Agreement:  
Exhibit A- ITB 21-007 PROPOSAL UNIT PRICE BID FORM

#### **7.26 COUNTERPARTS**

This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

### **ARTICLE 8**

#### **FEDERAL REQUIREMENTS**

The following Federal requirements are incorporated by this Addendum for FEMA reimbursable work.

- a. **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The CONTRACTOR shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- b. **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.
- c. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS:** The CONTRACTOR agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

- d. ENERGY POLICY AND CONSERVATION ACT: The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- e. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the CONTRACTOR agrees as follows:
  - i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - ii. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - iii. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - iv. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - v. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - vi. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be

declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

viii. CONTRACTOR shall:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Divide work, when economically feasible, into smaller tasks to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Provide documentation of compliance with 1-4 above.

f. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this



section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- iii. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency (FEMA) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- iv. Subcontracts. The CONTRACTOR Or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

g. CLEAN AIR ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

h. FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

i. DEBARMENT AND SUSPENSION:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

j. BYRD ANTI-LOBBYING AMENDMENT,

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- i. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- ii. Attach Certification for Contracts, Grants, Loans, and Cooperative Agreements submitted with bid if exceeding \$100,000)

k. PROCUREMENT OF RECOVERED MATERIALS

- i. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."
- l. **RETENTION OF ALL RECORDS:** The CONTRACTOR is required to retain all records for seven (7) years after grantees or subgrantees make final payments and all other pending matters are closed.

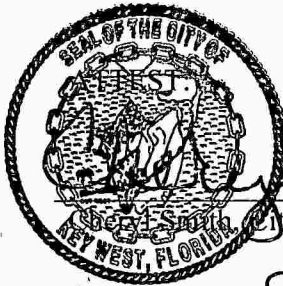
#### **ADDITIONAL FEDERAL REQUIREMENTS**

- a. **REMEDIES** – In the event of a breach by CONTRACTOR of the terms and conditions of this Agreement CITY shall be entitled to recover any and all monetary damages arising therefrom including the recovery of reasonable attorney fees at all trial and appellate levels.
- b. **ACCESS TO RECORDS**
  - i. The CONTRACTOR agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - ii. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - iii. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- c. **DHS SEAL, LOGO AND FLAGS:** the CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- d. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law,

regulations, executive orders, FEMA policies, procedures, and directives.

- e. NO OBLIGATION: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.”
- f. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS: CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR’s actions pertaining to this contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.



[Signature]  
City Clerk

CITY OF KEY WEST, FLORIDA

[Signature]  
Patti McLaughlin, City Manager

30 Day of June

30 Day of June, 2021

CONTRACTOR

By [Signature]  
Richard Lapina

Name  
President  
Title

23 Day of June, 2021

APPROVED AS TO FORM

[Signature]  
Attorney for Owner

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**PART 3**

**CONDITIONS OF THE CONTRACT**

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## **DEFINITIONS**

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

### **1. AS APPROVED**

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

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

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

### **3. BIDDER**

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

### **4. CONTRACT DOCUMENTS**

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

### **5. CONTRACTOR**

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

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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

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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 therefrom.

### **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.

#### **32. ASSIGNMENT OF CONTRACT**

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

#### **33. SUBCONTRACTING**

Unless modified in the Supplementary Conditions, within 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

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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

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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.

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#### **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

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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

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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

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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.

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**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

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right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

**61. OTHER CONTRACTS**

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

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

**62. USE OF PREMISES**

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

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

**63. SUBSTANTIAL COMPLETION DATE**

The ENGINEER may issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the OWNER will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or

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relieve the CONTRACTOR from completing the remaining work within the specified time and in full compliance with the Contract Documents. See SUBSTANTIAL COMPLETION under DEFINITIONS of these General Conditions.

#### **64. PERFORMANCE TESTING**

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

#### **65. 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 received 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

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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.

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**74. ACCEPTANCE OF FINAL PAYMENT  
CONSTITUTES RELEASE**

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



**SUPPLEMENTARY CONDITIONS**

**REVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS**

The General Conditions are hereby revised as follows:

**ARTICLE 9 "ENGINEER"**

**Add the following:**

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the City Engineer or his/her authorized representative, who will perform the Contract administrative and field inspections as authorized agents of the Owner.

**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 St., P.O. Box 1409, Key West, Florida 33041- 1409.

**ARTICLE 14 "SPECIFICATIONS"**

**Add the following:**

**FEDERAL, STATE, COUNTY, AND LOCAL STANDARD SPECIFICATIONS**

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

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

**ARTICLE 29 "LINES AND GRADES"**

**Add the following:**

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

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

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

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

**ARTICLE 34 "INSURANCE & LIABILITY"**

**Delete Articles 34. A., B., C., & D. and substitute with the following:**

Contractor shall maintain limits no less than those stated below:

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

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

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

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer,

representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

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

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

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

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

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 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 Article:**

**G. SURETY AND INSURER QUALIFICATIONS**

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida. If requested, Contractor shall Provide Proof of Florida Licensure for all insurance companies. The City of Key West shall be named as Additional Insured on the insurance certificates.

**ACORD, CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

PRODUCER	NAME	
	FLS# Lic. Exp.	1 We No
	ALL ADDRESSES	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A	
	INSURER B	
INSURED	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	
	INSURER G	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	ADD	INSUR	POLICY NUMBER	REVISION	LIMITS
<b>D</b> GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCURE GEN AGGREGATE LIMIT APPLIES PER: POLICY \$0.00 LOG	X	X	11SB/118	1	EACH OCCURRENCE \$1,000,000 1191e 1m=1encol \$300,000 MED EXP (Any one person) \$ PERSONAL & ADVN DRY \$1,000,000 GENERAL AGGREGATE \$2,000,000 HOSPITAL COMMUN AGG \$7,000,000 \$
<b>E</b> AUTOMOBILITY ANY AUTO - SCHEDULED AUTOS ALL OI-M-ED AUTOS HIRED AUTOS X NON-OWNED AUTOS	X	X			COMBINED SINGLE LIMIT PER OCCURRENCE 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$
<b>J</b> UMBRELLA LIAB EXCESS LIAB OCCURE CLAIMS-MADE 11 11 REVISIONS	X	X			EACH OCCURRENCE \$,000,000 AGGREGATE \$,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE/INFORMATION SERVICES EXCLUDED? (Mandatory in NM) 11 11 REVISIONS					EACH OCCURRENCE \$1,000,000 EL DISEASE-EMP TRPS OVEE \$1,000,000 EL DISEASE POLICY MIT \$1,000,000
Professional Liability (if applicable)					Per Claim \$1,000,000 Aggregate \$1,000,000

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

CERTIFICATE HOLDER  City of Key West P.O. Box 1409 Key West, FL 33041-1409	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS -AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or
    - b. Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 2010 07 04

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 3707 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule if not shown above will be shown in the Declarations.	

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

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

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

**Number of Days Notice** \*\*\*30\_ -

For any statutorily pennitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**Schedule**

Name of Person or Organization

Mailing Address



POLICYNUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 2404 0509

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

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

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

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

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

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

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

Schedule

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

WC 000313  
(Ed. 4-84)

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**ARTICLE 35 "INDEMNITY"**

**Delete Text for Article 35 "INDEMNITY" in its entirety and substitute the following:**

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. PERMIT FOR WORK WITHIN LOCAL RIGHTS-OF-WAY**

For each Work Order issued, the Contractor shall obtain from the City of Key West the necessary permits for work within the rights-of-way. The Contractor shall abide by all regulations and conditions, including maintenance of traffic. Permit fees will be waived by the City for work within the City's rights-of way.

**B. NOISE ORDINANCE**

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

**C. "LICENSES"**

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

1. Within 10 days of Notice of Award, the successful Bidder must represent that he holds all

applicable, 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.

2. 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.
3. Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:
  - a) City of Key West Tax License Receipt;
  - b) A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida; and
  - c) A valid occupational license issued by the City of Key West, Florida.

#### D. WORK DURING HOLIDAYS

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

#### ARTICLE 40 "SUPERINTENDENCE"

##### **Add the following sub article:**

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

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

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 (e.g., individual Work Order) 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 68 "PAYMENT"

**Sub article C. "COST REIMBURSEMENT WORK"**

Delete the third & fourth paragraph in its entirety & substitute the following:

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

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

#### ARTICLE 69 "PARTIAL PAYMENTS"

**Delete the first paragraph of Sub article B. "ESTIMATE" 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. Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

#### Sub Article C. "DEDUCTION FROM ESTIMATE"

**Delete fourth sentence in its entirety and substitute add the following:**

The OWNER shall hold retainage for an individual Work Order until such time as work associated with that Work Order is deemed complete by the OWNER.

**Delete Sub article E. "PAYMENT" in its entirety and substitute the following:**

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"

**Delete Article "FINAL PAYMENT" in its entirety and substitute the following:**

#### FINAL PAYMENT

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

**END OF SECTION**