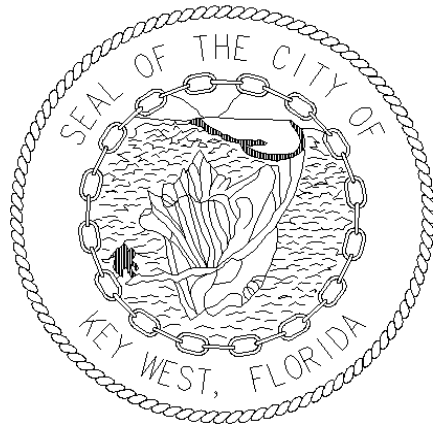


# CONTRACT DOCUMENTS FOR:



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ITB # 23-020  
Navy Exchange HVAC Upgrades  
June 2023

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MAYOR: TERI JOHNSTON

COMMISSIONERS:

LISSETTE CAREY

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARY LOU HOOVER

PREPARED BY:  
City of Key West  
Engineering Department

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

For

**NAVY EXCHANGE HVAC UPGRADES**

\*\*\*\*

CONSISTING OF:  
BID REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT  
GENERAL REQUIREMENTS  
DRAWINGS

\*\*\*\*\*

KEY WEST, FLORIDA

JUNE 2023

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**PART 1**

**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West ITB #23-020 NAVY EXCHANGE HVAC UPGRADES, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:30 p.m. on **July 19, 2023** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB #23-020 NAVY EXCHANGE HVAC UPGRADES addressed and delivered to the City Clerk at the address noted above.**

The proposed project consists of providing all labor, equipment, and materials to remove and replace three rooftop HVAC units and one air-cooled split-unit HVAC at the Sigsbee Key Navy Exchange (NEX). A detailed description of the scope of work (SOW) is included on page 75.

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

Pre-bid meeting: There will be no pre-bid meeting. Please submit questions to [cimcdowell@cityofkeywest-fl.gov](mailto:cimcdowell@cityofkeywest-fl.gov) prior to July 14, 2023.

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

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

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates:

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

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

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

**Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Ian McDowell, Engineer, at [cimcdowell@cityofkeywest-fl.gov](mailto:cimcdowell@cityofkeywest-fl.gov). The deadline for requests is one week before bid opening.**

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

## **INSTRUCTIONS TO BIDDERS**

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

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

#### B. DOCUMENT INTERPRETATION

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

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

### 2. GENERAL DESCRIPTION OF THE PROJECT

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

### 3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes 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 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 CITY 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.

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

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

**The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade/type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment. A 5% allowance should be included among the line items.**

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

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



the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in the specified work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

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

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

D. ATTACHMENTS

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

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

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package. File name shall include company name.**

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

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

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

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate 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 City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

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

17. TIME OF COMPLETION

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

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

The term of this contract will not exceed **270** calendar days.

NOTE TO BIDDER: Use preferably BLUE ink for completing this BID form.

### PROPOSAL FORM

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **NAVY EXCHANGE HVAC UPGRADES**  
ITB# 23-020

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

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

Contact Name & Telephone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

#### BIDDER'S DECLARATION AND UNDERSTANDING

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

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

#### CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.



**NAVY EXCHANGE HVAC UPGRADES:**

LUMP SUM REMOVAL AND REPLACEMENT OF FOUR HVAC SYSTEMS AT SIGSBEE NAVY EXCHANGE (PROVIDE SEPARATE SCHEDULE OF VALUES)

\$ \_\_\_\_\_

In Words:

\_\_\_\_\_ Dollars & \_\_\_\_\_ Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

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

SUBCONTRACTORS

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name

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

SURETY

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

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



BIDDER

The name of the Bidder submitting this Bid is

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

(SEAL)

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

Sworn and subscribed before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

\*\*\*\*\*



**FLORIDA BID BOND**

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for **ITB # 23-020/ NAVY EXCHANGE HVAC UPGRADES** said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for

the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the Contract Documents, entitled:

**ITB # 23-020 / NAVY EXCHANGE HVAC UPGRADES**

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PRINCIPAL

\_\_\_\_\_  
By

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

SURETY

\_\_\_\_\_  
By





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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement \_\_\_\_\_

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

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

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

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

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



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

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

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

\_\_\_\_The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

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

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

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

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

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

My commission expires:

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

**INDEMNIFICATION**

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

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

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

SEAL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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

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

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

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

Business Name \_\_\_\_\_ Phone: \_\_\_\_\_

Current Local Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
(P.O Box numbers may not be used to establish status)

Length of time at this address: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Authorized Representative

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification \_\_\_\_\_ as identification  
(Type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

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

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

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

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

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

Sworn and subscribed before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 2023.

\_\_\_\_\_

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

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



**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

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

SECTION 287.135(2)(A), FLORIDA STATUTES, PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OF ANY AMOUNT IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES, OR IS ENGAGED IN A BOYCOTT OF ISRAEL. SECTION 287.135(2)(B), FLORIDA STATUTES, FURTHER PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OVER ONE MILLION DOLLARS (\$1,000,000) IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, BOTH CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES, OR THE COMPANY IS ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: \_\_\_\_\_,  
*PRINT NAME* *PRINT TITLE*

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: \_\_\_\_\_.

## **BIDDER'S CHECKLIST**

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

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



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## **PART 2**

# **CONTRACT FORMS**

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**CONTRACT**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023,  
by and between the CITY OF KEY WEST, hereinafter called the "Owner", and \_\_\_\_\_

\_\_\_\_\_ hereinafter called the "Contractor";

**WITNESSETH:**

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB # 23-020 NAVY EXCHANGE HVAC UPGRADES Key West, Florida to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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

The Contractor agrees to complete the work within 270 days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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

\_\_\_\_\_ Day of \_\_\_\_\_, A.D., 2023.

CITY OF KEY WEST

\_\_\_\_\_  
By  
City Manager  
Title

\_\_\_\_\_  
Attest

CONTRACTOR

\_\_\_\_\_  
By  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

**FLORIDA PERFORMANCE BOND**

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

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

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

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

hereinafter called the CONTRACTOR, (Principal), and \_\_\_\_\_

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

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

represented by its \_\_\_\_\_, hereinafter called the City (Obligee), in the sum of:

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

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

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated \_\_\_\_\_, 2023, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

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

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

**IN WITNESS WHEREOF**, the above parties bonded together have executed this instrument this day of \_\_\_\_\_, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ Attest

SURETY

By \_\_\_\_\_ (Seal)

\_\_\_\_\_ Attest

**FLORIDA PAYMENT BOND**

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

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

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

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

hereinafter called the CONTRACTOR, (Principal), and

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

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

represented by its \_\_\_\_\_, hereinafter called the City (Obligee), in the sum of:

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

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

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

**NAVY EXCHANGE HVAC UPGRADES AERATION ITB 23-020**

attached hereto, with the CITY, dated \_\_\_\_\_, 2023, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

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

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

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

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

**IN WITNESS WHEREOF**, the above parties bounded together have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
(Seal)  
By

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_  
(Seal)  
By

\_\_\_\_\_  
Attest

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## **PART 3**

# **CONDITIONS OF THE CONTRACT**

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

**16. SUBSTANTIAL COMPLETION**

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

**17. WORK**

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

**CONTRACT DOCUMENTS**

**18. INTENT OF CONTRACT DOCUMENTS**

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

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

## **19. DISCREPANCIES AND OMISSIONS**

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

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

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

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

## **20. CHANGES IN THE WORK**

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

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

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

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

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

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

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

The CONTRACTOR shall maintain on a daily basis at the jobsite, and make available to the ENGINEER on request, one current

record set of the Drawings which have been accurately marked to indicate all modifications in the completed work that differ from the design information shown on the Drawings. Upon Substantial completion of the work, the CONTRACTOR shall give the ENGINEER one complete set of these marked up record Drawings.

### **23. ADDITIONAL CONTRACT DOCUMENTS**

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

### **24. OWNERSHIP OF CONTRACT DOCUMENTS**

All portions of the Contract Documents, and copies thereof furnished by the ENGINEER are instruments of service for this Project. They are not to be used on other work and are to be returned to the ENGINEER on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the ENGINEER will be at the risk of the user and without liability or legal expense to the ENGINEER. Such user shall hold the ENGINEER harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the ENGINEER to further compensation at rates to be agreed upon by the user and the ENGINEER.

### **THE ENGINEER**

### **25. AUTHORITY OF THE ENGINEER**

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

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

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

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

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

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

ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or Procedures of construction, or the safety Precautions and Programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to

perform or furnish the work in accordance with the Contract Documents.

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

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

## **28. REJECTED WORK**

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

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

## **29. LINES AND GRADES**

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

## **30. SUBMITTALS**

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

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

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

ENGINEER will review submittals with reasonable Promptness, but ENGINEER's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or Procedures of construction (except where a specific means, method, technique, sequence, or Procedure of construction is indicated in or required by the Contract Documents) or to safety Precautions or Programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR

shall make corrections required by ENGINEER, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on Previous submittals.

ENGINEER's review of submittals shall not relieve CONTRACTOR from the responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated therein or accompanying the shop drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the Provisions herein. Where a shop drawing or sample is required by the specifications, any related work performed prior to ENGINEER's review and approval of the pertinent submission shall be at the sole expense and responsibility of the CONTRACTOR.

**31. DETAIL DRAWINGS AND INSTRUCTIONS**

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

**THE CONTRACTOR AND HIS EMPLOYEES**

**32. CONTRACTOR, AN INDEPENDENT AGENT**

The CONTRACTOR shall independently perform all work under this Contract and shall not be considered as an agent of the OWNER or of the ENGINEER, nor shall the CONTRACTOR's SUBCONTRACTORS or employees be subagents of the OWNER or of the ENGINEER.

**33. SUBCONTRACTING**

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

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

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

**34. INSURANCE AND LIABILITY**

**A. GENERAL**

The CONTRACTOR shall provide (from insurance companies acceptable to the OWNER) the insurance coverage designated hereinafter and pay all costs before commencing work under this Contract. The CONTRACTOR shall furnish the OWNER with certificates of insurance specified herein showing the type, amount class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

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

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

**B. CONTRACTOR AND SUBCONTRACTOR INSURANCE**

The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder and



such insurance has been reviewed by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder.

**C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

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

**D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)**

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

In the event 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 under construction. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the results of faulty workmanship or design, and all other normally covered risks, and shall provide for losses to be paid to the CONTRACTOR, OWNER, and ENGINEER as their interests may appear.

The OWNER and ENGINEER, their officers, agents, and employees shall be named as additional insured's on the CONTRACTOR's and any SUBCONTRACTOR's Builders Risk All Risk insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the ENGINEER, the OWNER, the CONTRACTOR, and their respective officers, agents, employees and SUBCONTRACTORS.

**F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS**

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

**35. INDEMNITY**

To the maximum extent permitted by law, the CONTRACTOR shall indemnify and defend the OWNER and the ENGINEER, and their officers, employees, agents, and sub-consultants, from all claims and losses, including attorney's fees and litigation costs arising out of Property losses or health, safety, personal injury, or death claims by the CONTRACTOR, its SUBCONTRACTORS of any tier, and their employees, agents, or invitees regardless of the fault, breach of Contract, or negligence of the OWNER or ENGINEER, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the OWNER or the

ENGINEER and regardless of whether or not the CONTRACTOR is or can be named a party in a litigation.

**36. EXCLUSION OF CONTRACTOR CLAIMS**

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

**37. TAXES AND CHARGES**

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

**38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS**

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

**39. CODES, ORDINANCES, PERMITS AND LICENSES**

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

**40. SUPERINTENDENCE**

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

**41. RECEPTION OF ENGINEER'S COMMUNICATIONS**

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

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

**42. SAFETY**

The CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and Property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety Provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal,

state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The CONTRACTOR's failure to thoroughly familiarize himself with the aforementioned safety Provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

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

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

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

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

The CONTRACTOR shall at all times safely guard and Protect from damage the OWNER's Property, adjacent Property, and his own work from injury or loss in connection with this Contract. All facilities required for Protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained. The CONTRACTOR shall Protect his work and materials from damage due to the nature of the work, the elements, carelessness of other CONTRACTORS, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the Prosecution of the work, or from the action of the elements, shall be sustained by the CONTRACTOR.

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

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

#### **45. MATERIALS AND APPLIANCES**

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

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

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

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

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

#### **47. SUBSTITUTION OF MATERIALS**

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

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

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

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

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the CONTRACTOR shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the ENGINEER, it shall, if required by the ENGINEER, be uncovered for examination at the CONTRACTOR's expense. Reexamination of questioned work may be ordered by the ENGINEER, and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the OWNER will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the CONTRACTOR shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the CONTRACTOR.

#### **49. ROYALTIES AND PATENTS**

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

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

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

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

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

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

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

## **PROGRESS OF THE WORK**

### **52. BEGINNING OF THE WORK**

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

### **53. SCHEDULES AND PROGRESS REPORTS**

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

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

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

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

### **54. PROSECUTION OF THE WORK**

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

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

**55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK**

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

**56. OWNER'S RIGHT TO DO WORK**

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

**57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT**

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

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

**58. DELAYS AND EXTENSION OF TIME**

If the CONTRACTOR is delayed in the Progress of the work by any act or neglect of the OWNER or the ENGINEER, or by any separate CONTRACTOR employed by the OWNER, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the CONTRACTOR, within 48 hours of the start of the occurrence, gives written notice to the OWNER of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the CONTRACTOR gives written notice to the OWNER of any actual time extension requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the ENGINEER determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time. No extension of time will be granted to the CONTRACTOR for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract. No extension of time will be considered for weather conditions reasonably anticipated for the area in which the work is being performed. Reasonably anticipated weather conditions will be based on official records of monthly Precipitation and other historical data. Adverse weather conditions, if determined to be of a severity that would impact Progress of the work, may be considered as cause for an extension of Contract completion time.

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

beyond the control of the CONTRACTOR. The CONTRACTOR shall be fully responsible for the timely ordering, scheduling, complete the work is the per-diem rate, as stipulated in the Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs, which may be accrued by the OWNER after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

#### **59. DIFFERING SITE CONDITIONS**

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

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

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

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

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

#### **60. LIQUIDATED DAMAGES**

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

#### **61. OTHER CONTRACTS**

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

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

#### **62. USE OF PREMISES**

The CONTRACTOR shall confine his equipment, the storage of materials and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the ENGINEER, and shall not unreasonably encumber the Premises with his materials. The CONTRACTOR shall provide, at his own expense, the necessary rights-of-way and access to the

work, which may be required outside the limits of the OWNER's Property and shall furnish the ENGINEER copies of permits and agreements for use of the Property outside that provided by the OWNER.

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

**63. SUBSTANTIAL COMPLETION DATE**

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

**64. PERFORMANCE TESTING**

Operating equipment and systems shall be performance tested in the Presence of the ENGINEER to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the ENGINEER. 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 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.

Prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and profit. OWNER may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the CONTRACTOR for the work or alteration defined in the Change Order. By signing the Change Order, the CONTRACTOR



acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay, or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject Change Order.

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

**A. UNIT PRICES**

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

**B. LUMP SUM**

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

**C. COST REIMBURSEMENT WORK**

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

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

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

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

classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

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

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

**69. PARTIAL PAYMENTS**

**A. GENERAL**

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

**B. ESTIMATE**

At least 30 days before each Progress payment falls due, as specified in the Supplementary Conditions, the CONTRACTOR shall submit to the ENGINEER a detailed estimate of the amount earned during the Preceding month for the separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the Project site suitable stored and Protected Prior to incorporation into the work.

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

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

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

**C. DEDUCTION FROM ESTIMATE**

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

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

#### **D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED**

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

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

#### **E. PAYMENT**

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

#### **70. CLAIMS FOR EXTRA WORK**

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

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

**71. RELEASE OF LIENS OR CLAIMS**

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

**72. FINAL PAYMENT**

Upon completion of all the work under this Contract, the CONTRACTOR shall notify the ENGINEER, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the ENGINEER will inspect and, if acceptable, submit to the OWNER his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the CONTRACTOR. Upon approval of this final estimate by the OWNER and compliance by the CONTRACTOR with Provisions in Article **RELEASE OF LIENS OR CLAIMS**, and other Provisions as may be applicable, the OWNER shall pay to the CONTRACTOR all monies due him under the Provisions of these Contract Documents.

**73. NO WAIVER OF RIGHTS**

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

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

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

**SUPPLEMENTARY CONDITIONS**

The General Conditions are hereby revised as follows:

ARTICLE 9 “ENGINEER”

Delete Article “ENGINEER” in its entirety and substitute the following:

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

ARTICLE 32 “CONTRACTOR, AN INDEPENDENT AGENT”

Add the following:

A. ASSIGNMENT OF CONTRACT

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

ARTICLE 34 "INSURANCE & LIABILITY”

Delete Articles 34 A, B,C, D & E and substitute the following:

Contractor shall maintain limits no less than those stated below:

**GENERAL INSURANCE REQUIREMENTS:**

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida (“City”), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor’s Liability policies with the exception of the Contractor’s Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured’s" provision). The City’s additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City’s sole discretion, terminate or

- suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
  - 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
  - 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
  - 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
  - 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
  - 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
  - 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
  - 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
  - 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
  - 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
  - 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
  - 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors.

Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

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

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

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

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

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

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

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

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

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

or

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

**Pollution/Environmental Liability Insurance** shall be maintained by the Contractor that will respond to the impairment of land, water, or air resulting from activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

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.

#### ARTICLE 35 "INDEMNITY"

Delete Article "INDEMNITY" in its entirety and substitute the following:

#### INDEMNITY

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in



establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all the Work. This indemnification shall continue beyond the date of completion of the work.

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

Add the following:

##### A. NOISE ORDINANCE

City of Key West has a noise ordinance that allows working hours between 8:00 AM to 7:00 PM, Monday through Friday. 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.

##### B. "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 to enter 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
- c.) A valid occupational license issued by the City of Key West, Florida.

#### 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 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 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 Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty but as liquidated damages, which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due or that may become due the Contractor or the amount of such damages shall be due and collectible from the Contractor.

#### 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) 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 third sentence in its entirety and substitute add the following;

1. When the work is 90 per cent 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 greater retainage.

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

#### A. Acceptance and Final Payment

Whenever the Contractor has completely performed the work provided for under the Contract and the ENGINEER has performed a final inspection and made final acceptance and subject to the terms of the ENGINEER will prepare a final estimate showing the value of the work as soon as the ENGINEER makes the necessary measurements and computations. The ENGINEER will

correct all prior estimates and payments in the final estimate and payment. The OWNER will pay the estimate, less any sums that the OWNER may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (4) below.

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

**As-Built Drawing Standards:**

The contractor is required to maintain a set of as-built drawings at the job site at all times. These redlined as-built drawings shall be kept updated daily. They shall clearly identify all field changes made to the original approved drawings. These drawings shall be readily available for viewing by the Construction Manager or his/her representative. After completion of the project, the contractor is required to submit to the government the following.

1. PDF copy of the field redline drawings
2. Digital AutoCAD version of the design documents incorporating the field approved redline as-builts. The final AutoCAD drawing shall state in the title block "Final as-built drawings"

**END OF SECTION**

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**PART 4**

**GENERAL REQUIREMENTS**

**& SCOPE OF WORK**

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SECTION 01001  
GENERAL REQUIREMENTS

**PART 1 - GENERAL**

1.1 MOBILIZATION AND DEMOBILIZATION

A. Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization will be included in the lump sum price indicated in the BID. Parking for vehicles used on site will be determined by the ENGINEER prior to mobilization.

B. DAILY REPORTS

1) The CONTRACTOR shall submit daily reports of construction activities for each site, including non-work days. The report shall include:

- a) Manpower, number of workers by craft
- b) Quality Control
- c) Equipment on the Project
- d) Major deliveries
- e) Activities worked
- f) New problems
- g) Other pertinent information

2) A similar report shall be submitted for/by each Subcontractor.

3) The reports shall be submitted to the ENGINEER upon request.

1.2 SCHEDULING

A. Prior to starting the work, confer with the ENGINEER and Owner's representative to develop an approved work schedule. Which will permit the surrounding facilities to function as normally as practical. It may be necessary to do certain parts of the work outside normal working hours to avoid undesirable conditions. The Contractor shall do this work at such times and at no additional cost to the Owner.

B. SPECIAL EVENTS: Contractor may be asked to stop work during special events.

C. NIGHT WORK: Work which may require the temporary shutdown of facilities will be performed at night when Jacobs staff and flowrates allow.

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

1.3 SITE INVESTIGATION AND REPRESENTATION

A. The Contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation,



access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can any way affect the work or the cost thereof under this Contract.

- B. The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the Owner or included in these Documents. Failure by the Contractor to become acquainted with the physical conditions of the site and all available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Owner.
- D. The Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

#### 1.4 INFORMATION ON SITE CONDITIONS

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

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

- A. Where the Contractor's operations could cause damage or inconvenience to telephone, television, gas, water, sewer, or irrigation systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor.
- B. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- C. Neither the Owner nor its Officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- D. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper

authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.

- E. The Contractor shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents or ordered by the ENGINEER.

#### 1.6 TEMPORARY WATER

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

#### 1.7 TEMPORARY ELECTRIC POWER

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

#### 1.8 SAFETY REQUIREMENTS FOR TEMPORARY ELECTRIC POWER

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

#### 1.9 SANITARY FACILITIES

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

#### 1.10 STORAGE OF MATERIALS

- A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other clean hard surfaces and not on the ground. Stored materials shall be located to facilitate prompt inspection. Stored materials on city property must be safe and secured from the general public and if necessary, they must be fitted with lights at night. Private property shall not be used for storage purposes without the written permission of the owner or lessee. Materials shall not be stored where access to any structure, plot, or road is blocked. Location of stored materials approved by the ENGINEER or his designee.
- B. Delicate instruments and materials subject to vandalism shall be placed under lock cover and, if necessary, provided with temperature control as recommended by the manufacturer.

#### 1.11 CONSTRUCTION SAFETY PROGRAM

- A. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- B. The duty of the ENGINEER to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the

Contractor's safety supervisor, the safety program or any safety measures taken in, on, or near the construction site.

- C. The Contractor shall do all work necessary to protect the public from hazards, including, but not limited to, surface irregularities, or unramped grade changes on pedestrian walkways and docks. Barricades, lights, and proper signs shall be furnished in sufficient amounts to safeguard the public and the work.
- D. The performance of all work shall be in accordance with the applicable governing safety authorities.

#### 1.12 ACCIDENT REPORTS

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

#### 1.13 FIRE PREVENTION AND PROTECTION

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

#### 1.14 SITE RESTORATION AND CLEANUP:

- A. At all times during the work keep the premises clean and orderly and upon completion of daily work repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences regardless of whether these are on private property, or State, County, or City rights-of-way. Remove all excavated materials from grassed and planted areas and leave these surfaces in a condition equivalent to their original condition.
- C. Thoroughly clean all spilled dirt, gravel, sand, and other foreign materials caused by the construction operations from all streets and roads, grass, pathways, docks, or concrete walkways and from adjacent areas at the conclusion of each day's operation. Truck or equipment wash down is not to be performed on city or government property.

#### 1.15 FINISHING OF SITE AND STORAGE AREAS

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

#### 1.16 PREVENTION

- A. Applicable environmental regulations shall be strictly adhered to.

#### 1.17 PAYMENT

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

**END OF SECTION**

## SCOPE OF WORK

### GENERAL DESCRIPTION:

The proposed project consists of providing all site work, materials, equipment, and labor necessary for the removal and replacement of four HVAC units located at the Navy Exchange on Sigsbee Key. The four units consist of three packaged units and one air-cooled chiller unit. No upgrades of the interior ducts are required except for work associated with these upgrades.

#### Building Information

Name: V-4111 NEX Facility on Sigsbee Key  
Building layout: Single story block building  
Size: 27,000 square feet

#### HVAC units:

AC Unit Number	Configuration	Size (tons)
1	Rooftop	6
2	Split	40
3	Rooftop	20
4	NOT TO BE REPLACED	N/A
5	Rooftop	10

### CITY OF KEY WEST CONTACT:

CITY PROJECT MANAGER (PM): Ian McDowell  
Phone No: 305-809-3753  
E-mail: [cimcdowell@cityofkeywest-fl.gov](mailto:cimcdowell@cityofkeywest-fl.gov)

### DRAWINGS / SKETCHES / PHOTOS:

The following drawings, sketches and photos accompany this project description and are a part thereof. Drawings, Sketches and Photos are the property of the City and shall not be used for any purpose other than that contemplated by this project:

1. Site location map
2. Photos of site conditions and equipment
3. Partial building drawings and HVAC unit nameplates

### OTHER ATTACHMENTS:

4. Employment Eligibility Form I-9
5. Department of the Navy Base Access Pass Registration Form 5512

### PROJECT SCHEDULE:

Project shall be completed in **270** calendar days from date of Notice to Proceed.

## **SPECIFIC PROJECT REQUIREMENTS:**

Note: All measurements given in this document are approximate and are in no way to be construed by the contractor as absolute. The contractor shall be responsible for his own field investigation and measurements. The City will assume no responsibility for the contractor failing to make his or her own measurements. All discrepancies at the site found by the contractor shall be brought to the attention of the City prior to commencing.

## **GENERAL DESIGN EFFORTS/REQUIREMENTS**

Design efforts for this project are minimal as this is nearly a direct HVAC replacement. Below are some of the basic design and submittal task. This is not an all-inclusive list, but reflects an example of the typical requirements. The Contractor and his DOR shall verify that all new units will meet or exceed the current unit's requirements. The model number and data shall all be verified by the contractor.

1. Drawings and details on the replacement units' capacity compared to the decommissioned units. (Both sensible and latent comparison)
2. Design calculations for the new support stand for split unit #2(wind and load calculations)
3. Details on how the units will be structurally secured to the building/curb
4. Description of the roof repairs around HVAC unit #2 mounting curb.
5. Material and sketch showing the interface of the HVAC through the roof and into the existing duct system.
6. Details on the surge and phase protection and convenience outlet. Provide mounting locations

## **HVAC GENERAL REQUIREMENTS**

1. Perform all electrical disconnection and reconnection to the new units. Government shall replace all unit disconnect with new SS NEMA 4X disconnects. If wiring is not long enough for the new units, the contractor shall replace, back to nearest existing junction.
2. Remove, capture and dispose of the Freon in accordance with NAVFAC, UFC and industry standards.
3. Perform minor repairs to package units' curb. Do not change existing curb or flashing. Contractor to add new curb adaptor (transition curb) and then install new flashing over curbs in order to not void roof warranty)
4. Remove the existing AC units and dispose of each in accordance with the requirements below on disposal section 12.
5. Perform minor asphalt roof repairs to the curb as needed to support the new unit.  
NOTE- Govt will not allow any roof work that requires a torch or flame.
6. Any "fire stopping" required for wall and roof penetrations shall be done in accordance with the relevant UFCs and all other applicable codes
7. Install new HVAC package unit with same cooling capacity and similar other technical features. The significant upgrades of the new unit will be efficiency. See below for technical requirements.
8. Reestablish all electrical supplies to both units.
9. Reestablish any unit structural "tie downs" to existing and curbs.
10. Test and commission the units for proper operation in accordance with the manufacturer's recommendation.

HVAC Package Roof Top units, minimum technical requirements AC units #1, 3, 5

1. Install three new units with a minimum 12.5 EER rating. Note - This is a higher efficiency rating than the existing units. Note. If the higher efficiency rating requires a completely new

curb, then Govt is satisfied with the highest efficiency unit not requiring a complete cub replacement

2. Supply power available for the units are 3 phase 480v.
3. The condenser coils shall be factory coated for the harsh salt-water marine environment. All copper tubing and fins shall be factory coated meeting requirements of UFCs for condenser coil. Premium coated for the site conditions (tropical environment). See #18 below for details. Micro-channel coils will not be accepted.
4. Hail guards on each unit.
5. Hinged panels for service operation if available as an option for easy access.
6. No heat strips required in air-handler for winter applications.
7. Units shall have fresh air make up via adjustable motorized damper with an approximate capacity of 0-50%.
8. SHR (Sensible Heat Ratio) less than 60%.
9. If available, an oversized motor on high efficiency HVAC units.
10. Unit disconnect switch. Disconnect shall be Stainless steel NEMA 4X or equivalent for each unit. Government ok if factory supplied disconnect is stainless as long as it is SS. If not, then the Contractor shall install. Government will not allow the reuse of the existing non stainless disconnects.
11. Panels and filter access shall be hinged.
12. Filters shall be 2" pleated MERV 8 filters or better as recommended by manufacture.
13. Provisions for "Through the base" electrical connections.
14. Digital display zone sensor and new thermostats. Contractor to inspect wire for defects. If control/sensing wire is in good condition, contractor can reuse for the thermostat wires.
15. Contractor can utilize the existing digital thermostat wire and controller if compatible with the new HVAC units. If they are not, the contractor shall include any replacement in the proposal
16. Installation an electrical convenience outlet on the roof at each unit. Government is acceptable to the 120v service outlet supplied with the manufacture in a secure weather prewired receptacle. Stainless steel supports and waterproof box are desired. Outlet can come from the unit's power with acceptable step down transformer.
17. All of the disconnect, panels, thermostats and HVAC units shall have a large weather proof fixed placard stating 1) unit number 2) the service feed location and unit name
18. Coil coating special requirements the unit will be located in a salt spray corrosive environment. Therefore manufacture must provide coil with a uniformly applied (dipped) phenolic type coating to all coil surface areas without material bridging between fins. Submit product data on the type coating selected, the coating thickness, the application process used, the estimated heat transfer loss of the coil, and verification of conformance with the salt spray test requirement. Coating must be applied at either the coil or coating manufacturer's factory. Coating process must ensure complete coil encapsulation. Coating must be capable of withstanding a minimum 5,000 hours exposure to the salt spray test specified in ASTM B117 using a 5 percent sodium chloride solution. The Govt's desire is for the coating to be performed at the factory or in a factory authorized, certified approved facility with extensive experience performing this task.

#### Air cooled chiller technical requirements (minimum)

##### AC unit #2 40-ton chiller

1. Packaged air-cooled Chiller unit
2. Compressor type-Scroll
3. Refrigerant type- R410a
4. Chiller rating of approximately 40 tons based on the following conditions  
Ambient temperature at condenser of 94 dg

- Leaving chilled water temperature of 43 dg
5. Heavy gauge galvanized unit structure. Baked power coating meeting ASTM B117
  6. Corrosion resistance wire mess panels
  7. The condenser coils shall be factory coated for the harsh salt-water marine environment. All copper tubing and fins shall be factory coated meeting requirements of UFCs for condenser coil. Premium coated for the site conditions (tropical environment). See #14 below for details. Micro-channel coils will not be accepted.
  8. Supply power: 3-phase 480 60Hz
  9. Internal or external surge and phase protection unit. High quality unit. Accessible and visible
  10. All fans shall be comprised of corrosion resistant aluminum, high efficiency, low noise. Motors shall be totally enclosed and permanently lubricated.
  11. Local microprocessor control display unit. All controls shall be in a NEMA 3R power coated or 4X enclosure. At a minimum, the following shall be controlled or monitored.
    - a. Chilled water temperatures (incoming and outgoing)
    - b. Ambient temperature
    - c. Chilled water set points
    - d. Daily set points and schedule capabilities
    - e. Pressure and flowrates
    - f. Date and time
    - g. Equipment status and run hours
    - h. Manual override
    - i. On/off switch for maintenance
  12. BAS communication interface into future DDC control system.  
Future capability for interconnection into system wide control system. Unit shall be capable for remote monitoring in the future. Bacnet protocol. The new unit should communicate to the existing DELTA unit.
  13. Any control transformers/disconnect enclosures shall be Stainless steel
  14. The unit will be located in a salt spray corrosive environment. Therefore, manufacture must provide coil with a uniformly applied (dipped) phenolic type coating to all coil surface areas without material bridging between fins. Submit product data on the type coating selected, the coating thickness, the application process used, the estimated heat transfer loss of the coil, and verification of conformance with the salt spray test requirement. Coating must be applied at either the coil or coating manufacturer's factory. Coating process must ensure complete coil encapsulation. Coating must be capable of withstanding a minimum 5,000 hours exposure to the salt spray test specified in ASTM B117 using a 5 percent sodium chloride solution.  
The Govt's desire is for the coating to be performed at the factory or in a factory authorized, certified approved facility with extensive experience performing this task.
  15. Factory fully assembled and charged with refrigerant and oil.
  16. Unit #2 is a split unit. This project is only for the roof top chiller unit. The contractor can use existing chilled water lines as the penetrate the roof. New splice can be made on roof top near new unit.
  17. Fan guards shall be heavy duty PVC coated for salt spray corrosive environment
  18. Units and be tested and certified in accordance to AHRI standard 550/590

### **CONSTRUCTION HVAC OUTAGE CONSTRAINTS**

The Building operations will remain open and active during this conversion. The Govt recommends that AC chiller unit #2 shall be done independently at the start of the project.

After completing and commissioning of this 40-Ton unit, the remaining three (3) units can all be taken out of service at one time.



The larger 40-ton unit will then feed a majority of the building during this phase 2 work task. This work can be performed working during and after hours in order expedite its completion.

#### Start-up and training

Contractor is required to procure and include factory startup and commissioning on each unit.

1. The factory technician or qualified knowledgeable person shall also perform four (4) hours of basic OM on-site training for the local personnel. This shall be in a formal setting at the Boca Chica training room. Contractor/vendor to provide all training books/resources. The class shall cover at a minimum... AC operations, diagnostics and maintenance
2. One week advance notice of the training is required so Govt can coordinate the five employees to be onsite and available for the basic trouble shooting and maintenance training.

#### **WARRANTY**

The new entire system shall have a minimum of 12-month onsite warranty for labor and materials.

The warranty commencement date shall be from final acceptance by the government (BOD).

If the manufacture offers a longer warranty as part of their standard package, this duration shall apply. All standard warranty components from the manufacture shall apply. Note- The compressor shall have a five (5 yr.) factory warranty.

#### **TEST AND BALANCE**

The contractor is required to perform a basic “test and Balance” on each unit. This can be performed by the contractor and shall be witnessed by the government. The contractor shall take before and after readings of the following 1) CFM air flows, 2) water temperature for the chiller 3) air temperature readings.

All the above data shall be submitted in a letter report during project closeout.

#### **DELIVERABLES:**

Submit one “hard” copy and one electronic copy of each of the following to the Project Manager for review and approval: material cut sheets, product data and design. Examples below. This is not an all-inclusive list.

1. Material submittals for the new HVAC package units
  - a. HVAC units detailed description (technical data)
  - b. New support stand for AC split unit #2
  - c. Mounting design of the units to the roof
  - d. Latent and sensible heat data for the unit compared to existing
  - e. Factory certification of the coil coatings as per specifications below
  - f. Surge and phase protection and electrical convenience outlet
2. Project timeline for installation and commissioning of the unit
3. Disposal records (refrigerant and metals) and provide the value received from the old units
4. O&M manuals – three hard copy sets and one USB flash drive
5. Software and/or diagnostic equipment (included in cost)

Permits/approvals required for this project. Examples below. This is not an all-inclusive list.

1. Electrical isolation lockout/tagout permit for isolation of any electrical components
2. Lift plan for the removal of old and new units
  - a. The lift plan can take up to 60 days for approval depending on location and lifting operation. Contractor shall account for this
3. Burn permit for any welding or torching
  - a. Roof repairs should be cold applied. No hot work roof repairs are permitted

4. FAA permit – potentially necessary for crane lifting work
5. Process for method of reclaiming refrigerant from existing units
6. Provide “disposal tickets” to the eGovernment for all material removed from site

## **FORMAT**

Compile all deliverables into single complete report in both paper copy and as Adobe Acrobat File (.PDF file type) “searchable” text document. The PDF shall be free from any document permissions and/or restrictions. The bulk of the main body of the report shall be letter size (8,5”x11”) format, while graphical sheets may be letter, legal, or tabloid-size format.

## **ELECTRONIC COPIES**

Provide one Compact Disks (CDs), each with a complete consolidated electronic copy of the report. The PDF document shall contain all non-electronic entities such as signatures and seals.

## **GENERAL**

A Pre-final Submittal containing all of the deliverables listed above shall be submitted to NAVFAC-SE PWD Key West office. This submittal will be reviewed by the PWD Construction Manager to ensure compliance with all requirements listed above.

Design review requirements- Submit 100% design and final design.

## **GENERAL REQUIREMENTS:**

### **SUSTAINABLE DESIGN**

In accordance with Executive Order 13834, Efficient Federal Operations, Implementation Instructions for Executive Order 13834, , NAVFAC Engineering & Construction Bulletin (ECB) 2008-01 2014-02 and other pertinent directives, integrate sustainable principles into the design, development and construction of the project. Reduce the total cost of ownership of the facility using a whole building, life-cycle approach.

Provide integrated sustainable design strategies and features to minimize the energy consumption of the facilities; conserve resources; minimize adverse effects to the environment; and improve occupant productivity, health, and comfort.

### **ENERGY CONSERVATION**

All energy consuming equipment or systems procured shall meet energy requirements of the latest version of ASHRAE Standard 189.1 (a.k.a. IgCC), 90.1, 62.1, 55 and comply with EPA Act 2005, DODI 4170.11, EISA 2007, OPNAV 4100.5E, and NDAA 2010,

### **APPLICABLE CODES AND STANDARDS**

The design and construction shall be in accordance with established construction practices, and the latest revision/edition of the following referenced codes and standards. The term "Latest Revision/Edition" is defined as the version as of the project award date. References are available at [www.wbdg.org/ndbm/](http://www.wbdg.org/ndbm/).

The advisory provisions of all codes and standards shall be mandatory, as though the word “shall” had been substituted for “should” wherever it appears. Reference to the “authority having jurisdiction” shall be construed to mean “Contracting Officer”. Comply with the required and advisory portions of the current edition of the standard at the time of contract award. UFC 1-200- references to other UFCs and Codes that are to be used for all sections in this contract.

1. Unified Facilities Criteria (UFC) 1-200-01, General Building Requirements
2. UFC 1-300-09N, Design Procedures
3. American Gas Association (AGA).
4. Associated Air Balance Council (AABC)
5. National Environmental Balancing Bureau (NEEB)
6. International Mechanical Code (IMC).
7. American Society of Heating, Refrigeration, & Air Conditioning Engineers (ASHRAE)Standards
8. Sheet Metal and Air Conditioning Contractors National Association (SMACNA) Guidelines.
9. International Plumbing Code (IPC).
10. Illuminating Engineering Society North America (IESNA) Handbook
11. National Electrical Manufacturers Association (NEMA).
12. Electronic Industries Alliance (EIA)
13. Telecommunications Industry Association (TIA)
14. Architectural Woodwork Institute.
15. American Aluminum Manufacturers Association (AAMA)
16. NRCA, Roofing and Waterproofing Manual
17. American Hardware Association (AHA).
18. Building Hardware Manufacturers Association (BHMA).
19. Federal, State, County, and local environmental regulations.
20. American Society of Testing and Materials (ASTM)
21. American Water Works Association (AWWA)
22. National Fire Protection Association (NFPA) Codes and Standards
23. IEEE C2, National Electrical Safety Code
24. NEC national electrical code with emphasis on Article 645.15
25. Mil-standard MIL-STD-188-124B (and Mil-HDBK-419a)
26. NAVFAC SE ITERIM DESIGN GUIDANCE
27. Grounding and lightning protection systems
28. All federal codes and requirements working in wetlands
29. All federal codes and requirements working disposal of material
30. NOx requirements ANSI 372
31. National Fuel Gas code ANSI Z223.1
32. UFC3-410-1 Heating, ventilation and AC systems
33. UFC associated with coating of coils in salt spray environment
34. All other applicable UFC requirements

### **GOVERNMENT REVIEW TIME FOR SUBMITTALS**

Allow review period, beginning with receipt by approving authority that includes at least 21 calendar days for submittals for Contracting Officer approval, excluding all holidays and the period from December 15th to January 2nd. The period of review for submittals with Contracting Officer approval begins when Government receives submittal from QC organization. Period of review for each re-submittal is the same as for initial submittal.

### **EXAMINATION OF PREMISES**

Prior to submitting proposals, contractors are expected to inspect the project site and satisfy themselves as to the general and local conditions that may affect the cost of performance of the work to the extent that such information is reasonably obtainable.

The Contracting Officer will announce a specific date and time when contractors will be allowed to

visit the project site. Contractors shall be accompanied by Government personnel.

All inquiries shall be in writing and shall be submitted to the assigned Contract Specialist at the NAVFAC SE, PWD, Naval Air Station, and Key West, Florida.

### **STATION REGULATIONS**

The Contractor, employees and Sub-contractor(s) shall become familiar with any and obey all Station Regulations, including fire, traffic and security regulations. All Contractor personnel shall keep within the limits of the work (and avenues of ingress egress) and shall not enter any restricted areas unless required to do so and are cleared for such entry. The Contractors and Sub-contractor's equipment shall be conspicuously marked for identification.

### **SECURITY REQUIREMENTS**

All individuals working at the Naval Air Station Complex and associated Annexes shall obtain an individual Identification Card issued by the Naval Air Station Pass and ID Office. (This does not apply to individuals making deliveries.) Each individual shall present two original forms of identification: photo ID, such as State Driver's License, or Pass Port; and Original Social Security Card. The firm shall provide Employment Eligibility Verification in accordance with Homeland Security requirements. Pass and ID Forms and additional instructions will be issued to the Contractor upon award of the Contract.

In addition to individual Identifications, vehicle permits shall be obtained for non-rental vehicles. Vehicle Permits require documentary proof of liability insurance coverage and all pertinent identification/description such as manufacture's Model, Body type and engine number.

### **IDENTIFICATION BADGE AND INSTALLATION ACCESS**

All contractors, suppliers and vendors must have a Defense Biometric Identification System (DBIDS) credential for base access. Obtain access to the installation by participating in the DBIDS. Any costs for obtaining passes through the DBIDS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.

1. DBIDS Program - Defense Biometric Identification System (DBIDS) increases installation security and communications by receiving frequent database updates on changes to personnel/credential status, law enforcement warrants, lost/stolen cards, and force protection conditions. The system provides a continuous vetting anytime the DBIDS card is scanned at an installation entry point. If you currently have a Navy Commercial Access Control System (NCACS) card, the following is required to get a DBIDS credential:
  - a. Present your NCACS Card and a completed copy of the SECNAV FORM 5512/1 to the base Visitor Control Center representative.
  - b. The VCC will pull up your information in the computer, ensuring all information is current and correct.
  - c. Once your information is validated, a temporary DBIDS credential is provided.
  - d. Your temporary credential will have an expiration date, prior to which you will need to obtain your permanent DBIDS credential (~ 180 days).
  - e. For each additional U.S. Navy installation to which you need access, the first time you visit you only need to bring your DBIDS credential and statement of purpose for base access when arriving at the Visitor Control Center.

- f. The representative will enter base access authorization and then you may proceed to work.
  - g. All other information can be found on the website:  
<https://cnic.navy.mil/om/dbids.html>
2. One-Day Passes: The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the DBIDS.

## **PHOTOGRAPHY**

Taking of photographs will not be permitted within the Complex unless first approved by the Construction Manager (CM).

## **SAFETY AND HEALTH REQUIREMENTS**

The provisions of the Department of the Army, Corps of Engineers' "Safety and Health Requirements Manual" EM 385-1-1 (current edition) shall apply to the work under this Contract. A copy of this Manual may be examined at the NAVFAC SE, PWD, Naval Air Station, Key West, FL. Copies of this publication may be obtained upon application, accompanied by money order, coupon or cash to the Superintendent of Documents, Government printing Office, Washington, D. C. 20401. This Manual is also available on line at: <http://www.usace.army.mil/publications/eng-manuals/em385-1-1/toc.htm>.

References: The publications listed below form a part of this specification. Use current version of referenced requirements at the time of contract solicitation. The publications are referred to within the text by the basic designation only.

### **AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)**

ANSI Z359.1, *Safety Requirements for Personal Fall Arrest System, Subsystems and Components*

ANSI A10.32, *Fall Protection systems for Construction and Demolition Operations*

ANSI Z88.2, *Respiratory Protection*

ANSI Z358.1, *Emergency Eyewash and Shower Equipment*

### **ASME INTERNATIONAL (ASME)**

ASME B30.22, *Articulating Boom Cranes*

ASME B30.3, *Construction Tower Cranes*

### **U.S. ARMY CORPS OF ENGINEERS (USACE)**

EM 385-1-1 *Safety -- Safety and Health Requirements*

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

29 CFR 1910 *Occupational Safety and Health Standards*

29 CFR 1926 *Safety and Health Regulations for Construction*

## **CLEANUP**

The Contractor shall at all times keep the work area free from accumulations of waste materials. Combustibles and waste materials, rubbish and other items shall be removed from the work site each workday. Before completing the work, the Contractor shall remove from the work area and premises any tools, equipment, and materials that are not the property of the Government, etc.

Upon completing all work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

## **DISPOSAL**

All generated/construction waste should be removed off Government property and disposed of in accordance with all local, State and Federal regulations at the Contractor's expense.

The contractor is required to provide “disposal tickets” to the Government ET or CM on a weekly basis. This should be submitted to government via email. The disposal tickets should state the amount of waste, where disposed of and/or amount recycled.

Note- disposal information on the Freon and HVAC units is required.

### **COOPERATION WITH OTHER CONTRACTORS**

Attention is invited to the fact that other Contractors may be engaged in similar and supporting work requiring close cooperation. The Contractor shall cooperate and schedule his work to avoid conflict with and interruption of the work of others insofar as practical. In the case of conflicts with other Contractors that cannot be resolved satisfactorily, the matter shall be referred to the Contracting Officer for decision, and such decision shall be final, subject to right of appeal in accordance with the terms of this contract.

### **UNFORSEEN MAJOR REPAIRS**

Should deteriorated material of a major nature be uncovered in the course of the work, it shall be brought to the attention of the Contracting Officer. All repairs shall be made only as directed in writing, by the Contracting officer.

Any additional work that may increase the original cost of this contract must be approved and funded prior to executing of same.

### **EXISTING WORK**

Operations affecting existing work shall be executed with care so as not to damage work in place; and all work damaged by such operations shall be rectified or be replaced without additional cost to the Government and be satisfactory to the Contracting officer. Care shall be taken when removing all existing equipment, fasteners and be protected with the intension to Re-use existing services

### **AVAILABILITY OF UTILITIES**

All reasonable amounts of electric and water service will be made available to the Contractor by the Government from the nearest suitable and available connection. The contractor is fully responsible for all material and labor costs associated with the utility connection. Contractor shall provide the required Port-a-John for the project.

### **INTERRUPTION OF UTILITIES SERVICES**

Permission to interrupt any Activity roads and/or utility services such as water, sanitary sewer, telephone and electric shall be requested in writing a minimum of twenty-one (21) calendar days prior to the desired date of interruption.

Make utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Government holidays.

### **SUPERVISION**

The Contractor shall have a Superintendent fluent in English on the job site during all working hours. The superintendent shall have a minimum of 10 years’ experience working in construction. Approval of on-site Superintendent is required prior to start of construction. Provide resumes describing their experience with references and qualifications to the Contracting Officer for approval. Minimum SSHO Requirements are 3 years work on similar projects, completion of the 30-hour OSHA construction safety class within the last 3 years and competent person training for work of this project.

The superintendent person may also be the Quality Control (QC) Manager. The contractor shall provide verification of the qualifications.

A separate Health Officer (SSHO) is required for this project

Superintendent shall also be responsible for updating the schedule.

### **WORK HOURS**

The contractor shall work between the hours of 7:30am and 4pm. Monday-Friday. The Government will allow not critical work outside of these above stated hours with prior written approval by government. Such work shall not impact current operations of the NEX as determined by the government.

### **LAYDOWN STORAGE AREA**

The Government will provide a Laydown area for the contractor. The area shall be properly maintained and organized at all times. Exact area shall be determined at a later date. Contractor shall submit request 30 days prior to mobilization.

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PART 5  
ATTACHMENTS

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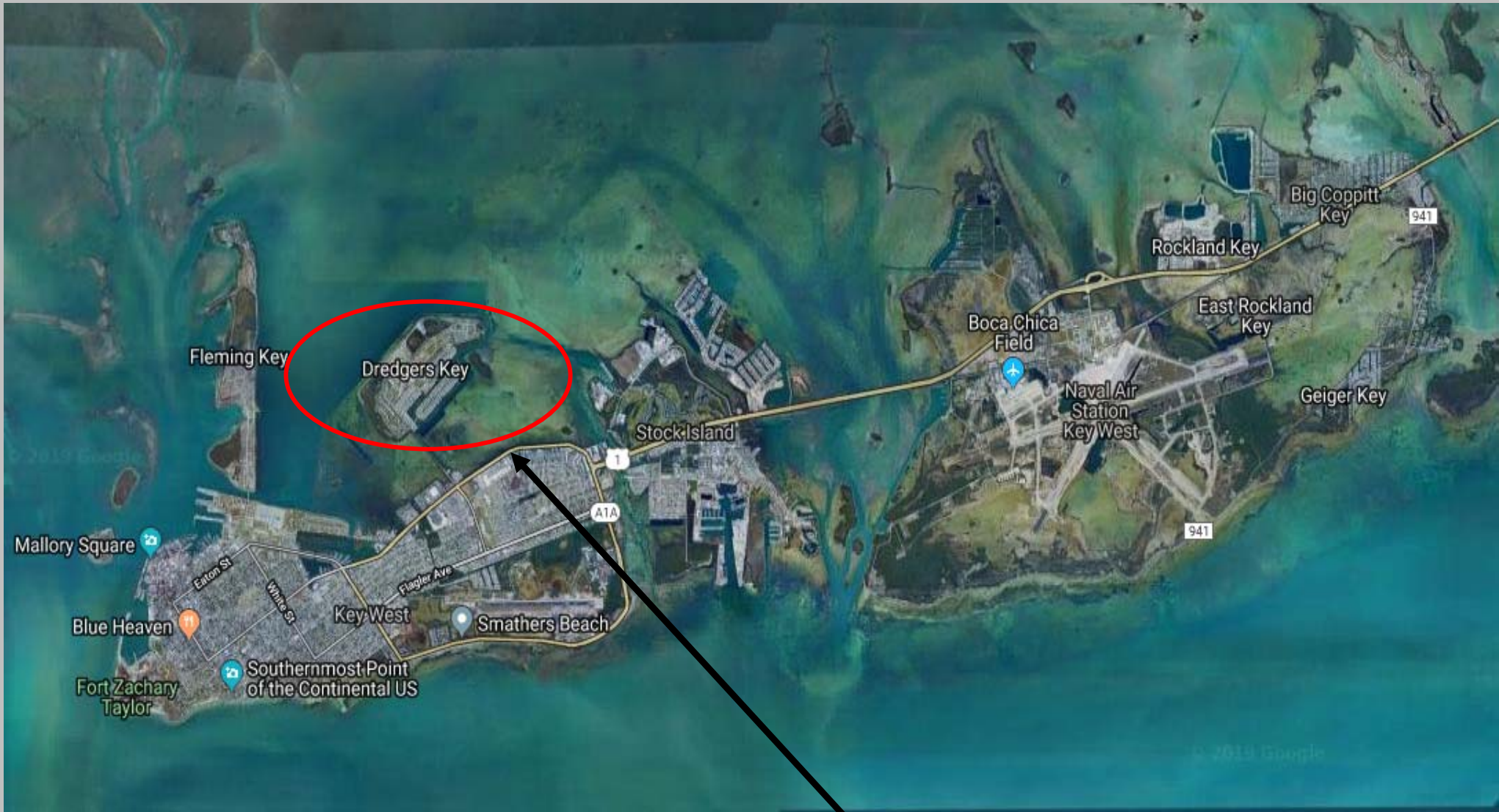
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ATTACHMENT 1  
SITE LOCATION MAP

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# Site Location Map



**Boca Chica  
Sigsbee (aka Dreggers key)  
Key West**



**Site Location  
Sigsbee Detail view**



**NEX Exchange  
Sigsbee Annex  
V-4111**



# Project Location Map

## Roof Photo



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ATTACHMENT 2  
PHOTOS OF SITE CONDITIONS  
EQUIPMENT, AND NAMEPLATES


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# Package Unit -- AC Unit #1



Carrier Corporation 14057 MORRIS STREET NAPLES, FL 34109 U.S.A.		MODEL 50LC0007A2A6A1E0A0							
		SERIAL 4315P86927							
		FACTORY CHARGED							
	VOLTS A <sup>3</sup>	PH	HZ	RLA	LRA	REF. SYSTEM R-410A	TEST PRESSURE GAGE		
1	460	3	60	5.1	28	15.5 LBS	7.03 kg	650 PSI 4481.5 kPa	
1	460	3	60	6.0	44	LBS	kg	450 PSI 3102.6 kPa	
	VOLTS	PH	HZ	FLA					
2	208/230	1	60	1.8					
		3	60	2.9					
CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS SUITABLE FOR OUTDOOR INSTALLATION									
	VOLTS	PH	HZ	MIN. OLT-AMPS	MAX FUSE OR HACR BREAKER PER NEC	25	MINIMUM UNIT DISCONNECT		
	506	3	60	20	20	87			
CONTROL PANEL SCOR: 5KA RMS SYMMETRICAL VOLTAGE 506 MAX									
MIN. CLEARANCE TO COMBUSTIBLE MATERIALS .1 INCHES 25 mm									
FOR FIRST 12 INCHES 305 mm OF DUCT WHEN ANY kW ELECTRIC HEATER IS INSTALLED									
MIN. CLEARANCE TO COMBUSTIBLE MATERIALS .1 INCHES 25 mm									
FOR FIRST 12 INCHES 305 mm OF DUCT WHEN ANY kW ELECTRIC HEATER IS INSTALLED									
* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A, B, OR C ROOFING MATERIAL									

ELECTRICAL DATA FOR ACCESSORY POWER EXHAUST MODEL								CRPWREXH	
ACCESSORY POWER EXHAUST NUMBER	CHECK HERE	VOLTS	PH	HZ	POWER EXHAUST FLA	MIN. OLT-AMPS	FUSE OR HACR BREAKER PER NEC	MAXIMUM OVERCURRENT PROTECTION DEVICE	MINIMUM UNIT DISCONNECT
023A, 029A		460	3	60	1.8	21	25	-	FLA 22 LRA 89
ELECTRICAL DATA FOR ACCESSORY POWER EXHAUST MODEL INSTALLED IN COMBINATION WITH ELECTRICAL HEATER MODEL								CRHEATER	
ACCESSORY HEATER NUMBER	CHECK HERE	VOLTS	PH	HZ	HEATER FLA	FUSE OR HACR BREAKER PER NEC	MIN. OLT-AMPS	MAXIMUM OVERCURRENT PROTECTION DEVICE	MINIMUM UNIT DISCONNECT
319A		480	3	60	7.2	MIN. CIRCUIT AMPS	21		FLA 22 LRA 89
047						25			LRA 89
320A		480	3	60	16.8	MIN. CIRCUIT AMPS	27		FLA 25 LRA 89
047						30			LRA 89
321A		480	3	60	30.7	MIN. CIRCUIT AMPS	45		FLA 41 LRA 89
047						45			LRA 89
						MIN. CIRCUIT AMPS			FLA
									LRA
						MIN. CIRCUIT AMPS			FLA



# Split Unit Chiller -- AC Unit #2





Model No.:  
**J40YDC00A4AAA1A**

Serial No.:  
**N1E4727554**

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FOR OUTDOOR INSTALLATION ONLY  
USE COPPER SUPPLY WIRE

UNIT VOLTAGE: 460-3-80

QTY	LOAD	HP	VOLT-PH-HZ	RLA/FLA	LRA
2	COMP #1		460-3-80	16.7 RLA	114 LRA
2	COMP #2		460-3-80	16.7 RLA	114 LRA
2	OD FAN #1	1.5	460-3-80	2.9 FLA	
2	OD FAN #2	1.5	460-3-80	2.9 FLA	

SHORT CIRCUIT CURRENT: 5 kA RMS SYMMETRICAL  
460 V MAXIMUM

INSTALLER MARK TOTAL CHARGE SEE INSTALLATION INSTR.

SYS #1	R410A	LBS.	OZ.
SYS #2	R410A	LBS.	OZ.

MIN. TEST PRESS.: HIGH SIDE 445 PSIG, LOW SIDE 236 PSIG.

MIN / MAX VOLTAGE: 432V / 504V

MIN	MAX	CIRCUIT
CKT	FUSE	BREAKER
AMPS	SIZE	SIZE (HACR
82.6	90	type per NEC)
		90



# Package Unit -- AC Unit #3



<b>RHEEM SALES COMPANY</b>		<b>OUTDOOR USE</b>		<b>ASSEMBLED IN THE U.S.A.</b>	
<b>FORT SMITH, ARKANSAS</b>					
MODEL NO./	<b>RLKL-B240DM 000</b>	SERIAL NO./	<b>F271402515</b>		
OPTION CODE/		MFG. DATE/	<b>07/2014</b>		
COMPRESSOR CODE:	8337				
POWER SUPPLY: VOLTS	460	PH	3	HZ	60
				OPERATING VOLT RANGE	414-506
COMPRESSOR: (CIRCUIT 1) VOLTS	460	PH	3	RLA	17.90
				LRA	125.00
COMPRESSOR: (CIRCUIT 2) VOLTS	460	PH	3	RLA	16.70
				LRA	114.00
OUTDOOR FAN: VOLTS	460	PH	1	FLA	1.50
				HP(KW)	1/2(0.37)
INDOOR BLOWER: VOLTS	460	PH	3	FLA	9.60
				HP(KW)	7 1/2(5.6)
WATER PUMP: VOLTS	N/A	PH	N/A	FLA	N/A
				HP(KW)	N/A
DESIGN PRESSURE:	550 PSIG (3792 kPa) HIGH SIDE,		250 PSIG (1724 kPa) LOW SIDE		
FACTORY CHARGE:	200(5.67)/219(6.21) OZ.(KG)		R-410A EA. CIRCUIT		
MAXIMUM DESIGN OUTLET TEMPERATURE: 200 F					
SINGLE POWER SUPPLY FOR BOTH UNIT AND HEATER KIT					
SCRATCH INK OFF SQUARE OF HEATER KIT INSTALLED					
HEATER KIT MODEL NO.	HEATER KW @	HEATER KIT FLA	UNIT MIN. CKT. AMPACITY	MAX. FUSE OR CKT. BKR. SIZE (CKT. BKR. MUST BE HACR TYPE FOR LEAD)	
RXJ-	480 V				
IF NO HEATER KIT INSTALLED			→ 54	70	
CE20D	19.2	23.1	54	70	
CE40D	38.4	46.2	70	70	



# Package Unit -- AC Unit #5



MODEL NUMBER/MODELE: DPS010AHMY4DW-4  
 SERIAL NUMBER/NUMERO DE SERIE: FBOU151101117  
 SO NUMBER: 246884 GOINUMBER: 021682400100 REV: 0

POWER SUPPLY/SOURCE D'ALIMENTATION

	VAC/HZ/PH	MCA	MRA
CIRCUIT #1- ALL LOADS	460/60/3	20.2	25
CIRCUIT #2:			
SERVICE ELECTRICAL OUTLET	120/60/1	15A	
SCCR RMS SYMMETRICAL 5000 AMP	MAXIMUM VOLTS	460/60/3	

COMPRESSOR LOAD	VAC/HZ/PH	RLA(EA)	LRA(EA)
COMPRESSOR #1	460/60/3	4.5	<10
COMPRESSOR #2:			
COMPRESSOR #3:	460/60/3	7.9	42.1
COMPRESSOR #4:			

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ATTACHMENT 3  
PARTIAL BUILDING DRAWINGS AND HVAC  
UNIT SCHEDULE

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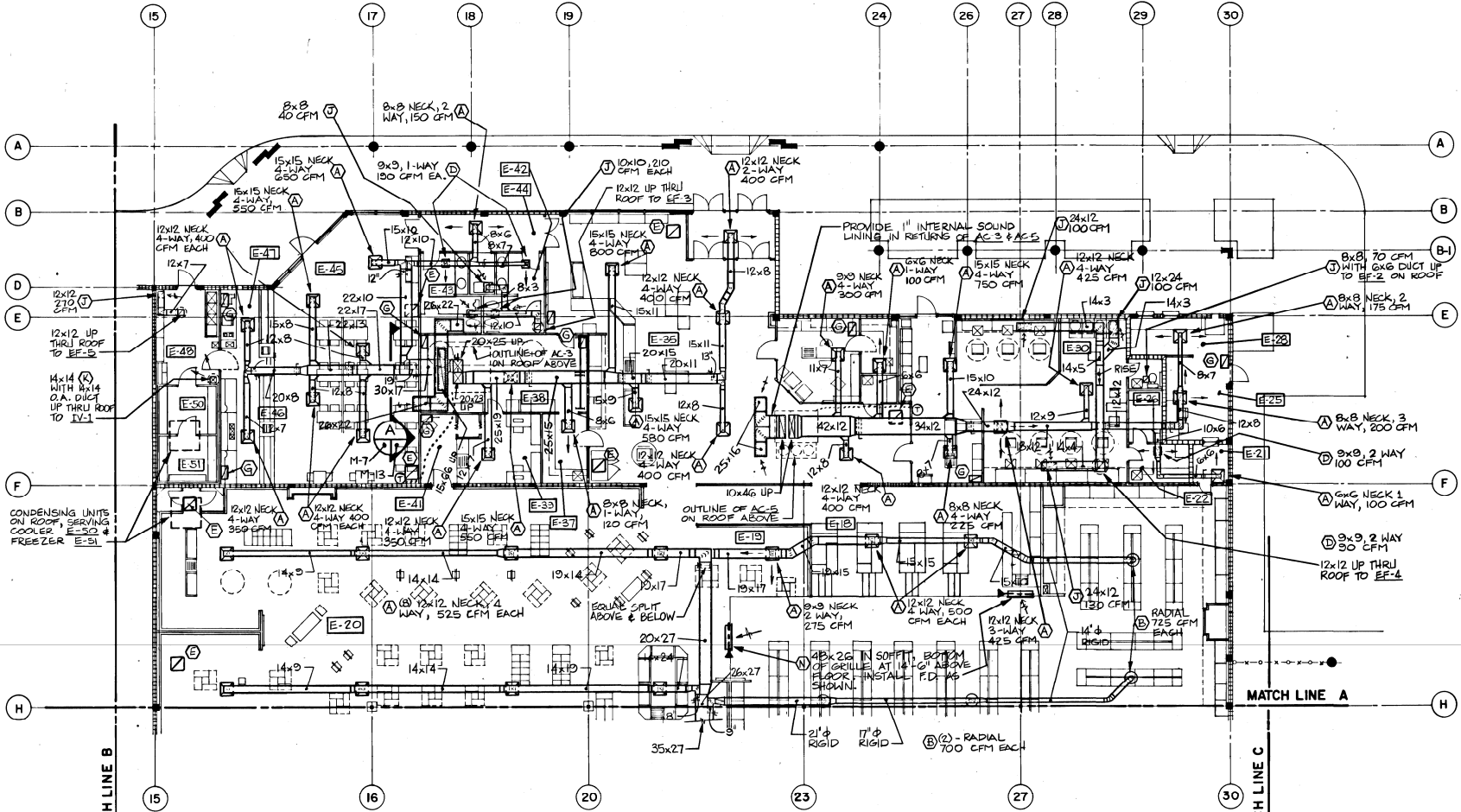
# Unit's Design Requirements

(original from drawings)

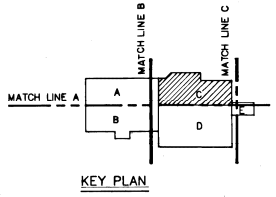
ROOFTOP A.C. UNIT SCHEDULE				
UNIT DESIGNATION	AC 1	AC 3	AC 5	
AREA SERVED	OFFICE	CAFETERIA & FLORIST	HAIRCARE & OFFICES	
LOCATION	ROOF	ROOF	ROOF	
OPERATING WEIGHT, POUNDS	500	2430	1500	
SUPPLY AIR FAN	TYPE	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL
	TOTAL AIR, C.F.M.	2540	7280	3220
	OUTSIDE AIR, C.F.M.	250	940	530
	EXTERNAL STATIC PRESS. INCHES OF WATER	0.9"	1.0"	1.0"
	TOTAL STATIC PRESS. INCHES OF WATER	1.5"	1.7"	1.6"
	MOTOR H.P. (NON-OVERLOAD)	1.0 hp	5.0 hp	3.0 hp
	MOTOR SPEED / FAN SPEED, R.P.M.	1750/1075	1750/1162	1750/1036
EVAPORATOR	FACE VELOC. F.P.M. MAXIMUM/DESIGN	500 / 462	550 / 365	550 / 280
	DESIGN AIR ACROSS COIL, C.F.M.	2540	7280	3220
	TOTAL CAPACITY, B.T.U.H.	56300	236200	103600
	TOTAL SENSIBLE B.T.U.H.	41100	179800	79900
	ENTERING AIR TEMP. DB / WB * F	78° / 65°	77° / 65.2°	77.4° / 65.1°
	LEAVING AIR TEMP. DB / WB * F	62.1° / 57.6°	54.7° / 53.6°	54.6° / 53.6°
	TYPE	DISPOSABLE	DISPOSABLE	DISPOSABLE
FILTER	FACE VELOC. F.P.M. MAXIMUM/DESIGN	450 / 450	350 / 350	350 / 193
	QUANTITY AND SIZE	(2) 16x25x2	(4) 16x20x2 (4) 20x20x2	(6) 20x20x2
CONDENSER	FAN TYPE	PROPELLER	PROPELLER	PROPELLER
	NUMBER OF FANS	1	2	3
	FAN MOTOR H.P./F.L.A. (EACH)	1/2 hp / 1.3	1.0 hp / 2.6	1/2 hp / 2.1
	AMBIENT AIR TEMPERATURE, * F. DB	95°	95°	95°
COMPRESSOR	NUMBER OF COMPRESSORS	1	3	2
	MOTOR H.P. (EACH)	5 hp	2.5 hp	5 hp
	TOTAL CAPACITY REDUCTION	100 - 0	100-66-0	100-50-0
TOTAL AMPS, FLA / LRA	9.2 / 71	31.8 / 171	19.6 / 100	
ELECTRICALLY OPERATED OUTSIDE AIR DAMPER	YES	YES	YES	
CANTED, PREFABRICATED ROOF CURB	YES	YES	YES	
VIBRATION ISOLATORS	YES	YES	YES	
DUCT MOUNTED SMOKE DETECTORS	NO	NO	NO	
FIRESTAT IN SUPPLY DUCT	YES	YES	YES	
EER	9.0	8.5	8.2	
ELECTRICAL SERVICE AVAILABLE	460-3-60	460-3-60	460-3-60	
REFRIGERANT TYPE	R-22	R-22	R-22	

SPLIT A.C. UNIT SCHEDULE		
UNIT DESIGNATION	AC 2	
AREA SERVED	EXCHANGE	
LOCATION	UNDERSIDE OF WAREHOUSE ROOF	
OPERATING WEIGHT, LBS.	3500	
ELECTRICAL SERVICE AVAILABLE	460-3-60	
AIR HANDLING UNIT SECTION FAN	TOTAL AIR, C.F.M.	17500
	OUTSIDE AIR, C.F.M.	1900
	EXTERNAL STATIC PRESS. IN. OF WATER	1.7"
	TOTAL STATIC PRESS. IN. OF WATER	2.9"
	MOTOR H.P. (NON-OVERLOAD)	15 hp
	MOTOR SPEED / FAN SPEED (RPM)	1750 / 720
	FACE VELOC. F.P.M. MAXIMUM / DESIGN	550 / 490
AIR HANDLING UNIT SECTION COOLING COIL	DESIGN AIR ACROSS COIL, C.F.M.	17500
	TOTAL CAPACITY, B.T.U.H.	464200
	TOTAL SENSIBLE B.T.U.H.	305900
	ENTERING AIR TEMP. DB / WB * F	78.5° / 64.1°
	LEAVING AIR TEMP. DB / WB * F	53.8° / 49.8°
	TYPE	DISPOSABLE
	FACE VELOC. F.P.M. MAXIMUM / DESIGN	350 / 350
AIR HANDLING UNIT SECTION FILTER	QUANTITY AND SIZE	(12) 16x20x2 (8) 16x25x2
	VIBRATION ISOLATORS REQUIRED	YES
DUCT MOUNTED SMOKE DETECTORS	NO	
FIRESTAT IN SUPPLY DUCT	YES	
UNIT DESIGNATION	CU 2	
LOCATION	ROOF	
CONDENSER UNIT SECTION COMPRESSOR	REFRIGERANT TYPE	R-22
	AMBIENT AIR TEMPERATURE, * F. DB	95°
	NUMBER OF COMPRESSORS	2
	MAXIMUM R.P.M.	1750
	TOTAL % CAPACITY REDUCTION	100-50-0
	AMPS PER COMPRESSOR, R.L.A. / L.R.A.	32.8 / 172
	CONDENSING TEMPERATURE, * F.	115°
	NUMBER OF FAN MOTORS	4
	EACH FAN MOTOR H.P. / F.L.A.	1.0 hp / 1.8
	OPERATING WEIGHT, LBS.	3100
	ELECTRICAL SERVICE AVAILABLE	460-3-60
	VIBRATION ISOLATORS REQUIRED	YES
HOT GAS MUFFLER REQUIRED	YES	
ENERGY EFFICIENCY RATIO (E.E.R.)	8.4	
VARIABLE SPEED CONTROL	NO	

# Partial HVAC drawings



**HVAC PLAN AREA-C**  
SCALE: 1/8"=1'-0"

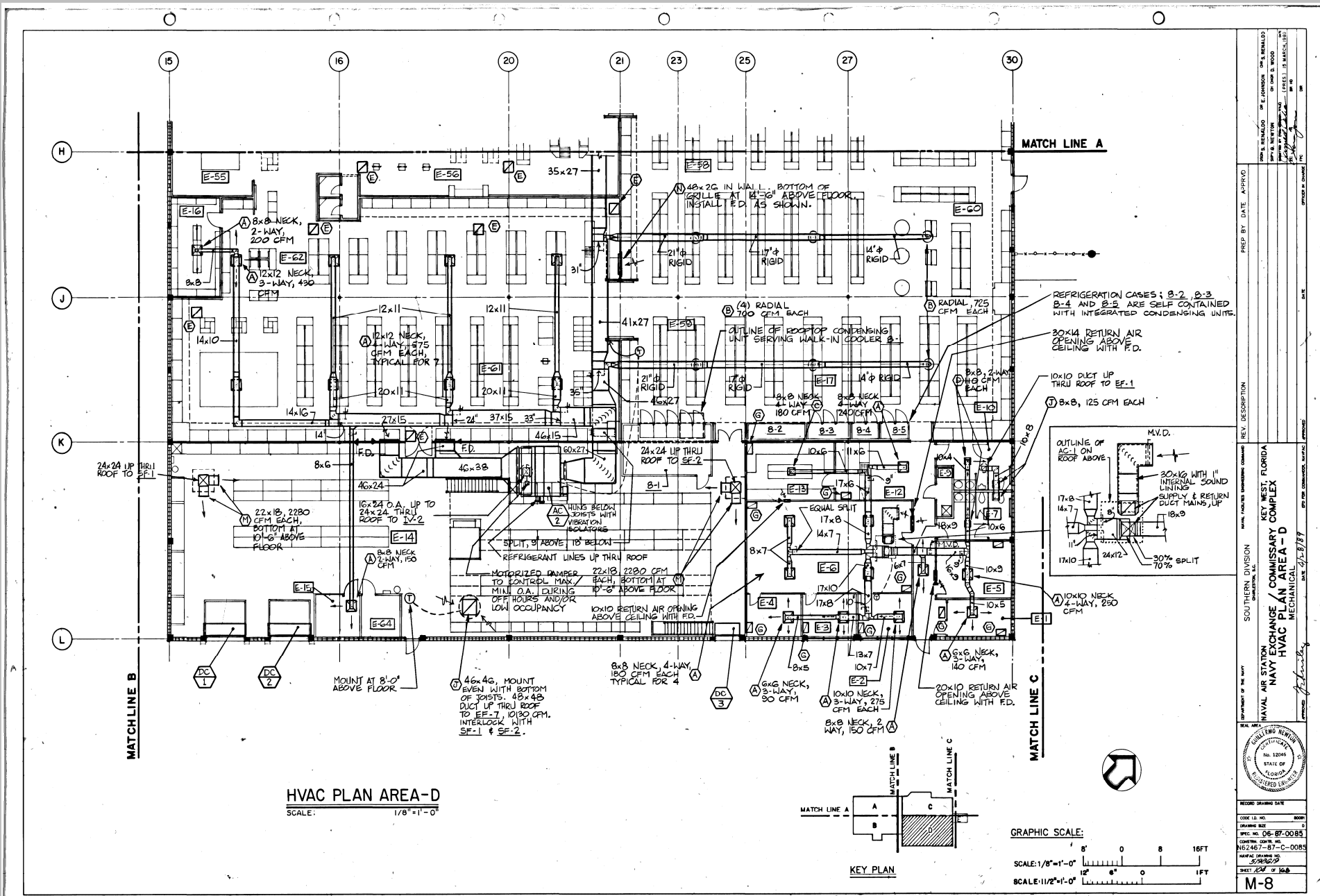


GRAPHIC SCALES:  
SCALE: 1/8"=1'-0" 12" 6" 0 1FT.  
SCALE: 3/8"=1'-0" 2" 0 2 4 6FT.  
SCALE: 1/8"=1'-0" 8" 0 8 16FT.

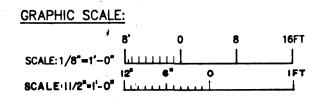
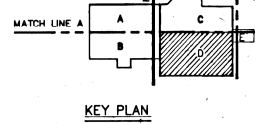
DEPARTMENT OF THE NAVY	SOUTHERN DIVISION	NAVAL FACILITIES ENGINEERING COMMAND	KEY WEST, FLORIDA
NAVAL AIR STATION	NAVY EXCHANGE / COMMISSARY COMPLEX	HVAC PLAN AREA-C	MECHANICAL
DESIGNED BY: J. JOHNSON, M. S. REYNOLDS, D. BOB, S. WOOD	PREP BY: DATE: APPROVED	REV. DESCRIPTION	DATE
CHECKED BY: J. JOHNSON, M. S. REYNOLDS, D. BOB, S. WOOD			
DATE: 4/28/79			
RECORD DRAWING DATE:	BOOK:	DRAWING SIZE:	NO. OF SHEETS:
<b>M-7</b>			



# Partial HVAC drawings



**HVAC PLAN AREA-D**  
SCALE: 1/8"=1'-0"



PREP BY: DATE: APPROV: CHECKED BY: DATE: APPROV: DRAWN BY: DATE: APPROV: DATE: 07-28-87	REV. DESCRIPTION 1. 07-28-87 2. 07-28-87 3. 07-28-87 4. 07-28-87 5. 07-28-87	SOUTHERN DIVISION MECHANICAL ENGINEERS 1000 WEST FLORIDA COMMISSARY COMPLEX HVAC PLAN AREA-D MECHANICAL	
RECORD DRAWING DATE: CODE ID NO.: DRAWING SIZE: SPEC. NO.: 06-87-0085 CONTRACT NO.: 162467-87-C-0085 DRAWING DATE: SHEET NO. OF 168	<b>M-8</b>		

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ATTACHMENT 4  
EMPLOYMENT ELIGIBILITY FORM I-9

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**Employment Eligibility Verification**  
**Department of Homeland Security**  
**U.S. Citizenship and Immigration Services**

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 10/31/2022

► **START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.**

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number □□□□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

**I attest, under penalty of perjury, that I am (check one of the following boxes):**

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____  <b>OR</b>          2. Form I-94 Admission Number: _____  <b>OR</b>          3. Foreign Passport Number: _____          Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code

STOP *Employer Completes Next Page* STOP



**Employment Eligibility Verification**  
**Department of Homeland Security**  
**U.S. Citizenship and Immigration Services**

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 10/31/2022

**Section 2. Employer or Authorized Representative Review and Verification**

*(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")*

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identify and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		<div style="border: 1px solid black; padding: 5px;"> <p align="center">Additional Information</p> </div>		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>QR Code - Sections 2 &amp; 3 Do Not Write In This Space</p> </div>
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

**Certification:** I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): \_\_\_\_\_ (See instructions for exemptions)

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative		First Name of Employer or Authorized Representative	Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

**Section 3. Reverification and Rehires** (To be completed and signed by employer or authorized representative.)

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

**C.** If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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## LISTS OF ACCEPTABLE DOCUMENTS

**All documents must be UNEXPIRED**

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

<b>LIST A</b> <b>Documents that Establish Both Identity and Employment Authorization</b>	<b>OR</b>	<b>LIST B</b> <b>Documents that Establish Identity</b>	<b>AND</b>	<b>LIST C</b> <b>Documents that Establish Employment Authorization</b>
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	AND	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security</li> </ol>

**Examples of many of these documents appear in the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**

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ATTACHMENT 5  
DEPARTMENT OF THE NAVY BASE ACCESS  
PASS REGISTRATION FORM 5512

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**DEPARTMENT OF THE NAVY LOCAL POPULATION ID CARD/BASE ACCESS PASS REGISTRATION**

**PRIVACY ACT STATEMENT:**

**AUTHORITY:** 10 U.S.C. 5013, Secretary of the Navy; 10 U.S.C. 5041, Headquarters, Marine Corps; OPNAVINST 5530.14E, Navy Physical Security; Marine Corps Order 5530.14A, Marine Corps Physical Security Program Manual; and E.O. 9397 (SSN), as amended, SORN [NM05512-2](#).  
**PURPOSE(S):** To control physical access to Department of Defense (DoD), Department of the Navy (DON) or U.S. Marine Corps Installations/Units controlled information, installations, facilities, or areas over which DoD, DON, or U.S. Marine Corps has security responsibilities by identifying or verifying an individual through the use of biometric databases and associated data processing/information services for designated populations for purposes of protecting U.S./Coalition/allied government/national security areas of responsibility and information; to issue badges, replace lost badges, and retrieve passes upon separation; to maintain visitor statistics; collect information to adjudicate access to facility; and track the entry/exit times of personnel.  
**ROUTINE USE(S):** To designated contractors, Federal agencies, and foreign governments for the purpose of granting Navy officials access to their facility.  
**DISCLOSURE:** Providing registration information is voluntary. Failure to provide requested information may result in denial of access to benefits, privileges, and DoD installations, facilities and buildings.

**IDENTITY PROOFING AND APPLICANT INFORMATION**

1. LAST NAME:		2. FIRST NAME:		3. MIDDLE NAME:		4. NAME SUFFIX: <input type="checkbox"/> Jr. <input type="checkbox"/> Sr. <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV	
5. HISPANIC OR LATINO (Check one): <input type="checkbox"/> YES <input type="checkbox"/> NO		6. RACE (Check one or more): <input type="checkbox"/> WHITE <input type="checkbox"/> AFRICAN AMERICAN OR BLACK <input type="checkbox"/> ASIAN <input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER					
7. GENDER (Check one): <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE		8. DATE OF BIRTH:		9. CITY OF BIRTH:		10. STATE OF BIRTH:	
12. US CITIZEN (Check): <input type="checkbox"/> YES <input type="checkbox"/> NO		13. DUAL CITIZENSHIP: <input type="checkbox"/> YES <input type="checkbox"/> NO CITIZENSHIP IF OTHER THAN US (Country) :					

**U.S. Citizen Minimum Documentation Required:**

By Birth - Social Security No and/or State ID/Drivers License.  
 Naturalized - Certification Number, Petition Number, Date, Place and Court, United States passport number, Social Security No and/or State ID/Drivers License.  
 Derived - Parent's certification number, Social Security No and/or State ID/Drivers License.

**Alien Minimum Documentation Required:**

Registration Number, Expiration date, Date of entry, Port of entry.

14. IDENTITY SOURCE DOCUMENTS PRESENTED:	15. DOCUMENT NUMBER:	16. ISSUED BY STATE/COURT:	17. ISSUED BY COUNTRY:	18. ISSUED:	19. EXPIRES:
<input type="checkbox"/> Social Security No.			United States		
<input type="checkbox"/> State ID/Drivers License			United States		
<input type="checkbox"/> Passport No.					
<input type="checkbox"/> Certification Number and Petition Number					
<input type="checkbox"/> Derived - Parent's Certification Number:			United States		
<input type="checkbox"/> Alien Registration No.			United States		
		Date of Entry:		Port of Entry:	

**OTHER APPROVED IDENTITY SOURCE DOCUMENTS:**

<input type="checkbox"/>					
<input type="checkbox"/>					

20. WEIGHT (Pounds):		21. HEIGHT (Inches):		22. HAIR COLOR (Check one): <input type="checkbox"/> Blond <input type="checkbox"/> Brown <input type="checkbox"/> Black <input type="checkbox"/> Gray <input type="checkbox"/> Red <input type="checkbox"/> White <input type="checkbox"/> Silver <input type="checkbox"/> Auburn <input type="checkbox"/> Bald				23. EYE COLOR (Check one): <input type="checkbox"/> Brown <input type="checkbox"/> Green <input type="checkbox"/> Blue <input type="checkbox"/> Hazel <input type="checkbox"/> Black <input type="checkbox"/> Gray <input type="checkbox"/> Violet <input type="checkbox"/> Unknown			
24. HOME ADDRESS (Include city, state, zip code):						HOME PHONE (Include Area Code):					
25. BASE SPONSOR'S NAME:						SPONSOR PHONE (Include Area Code):					

**EMPLOYMENT ACTIVITY INFORMATION**

26. EMPLOYER NAME AND ADDRESS (Include city/state/zip code):						EMPLOYER PHONE (Include Area Code):					
27. SUPERVISOR NAME AND ADDRESS (Include city/state/zip code):						SUPERVISOR PHONE (Include Area Code):					

28. Check the applicable box for WORK HOURS box or check the OTHER box and enter the work hours, then check the applicable for WORK DAYS:

WORK HOURS:  0600-1800  0800-1700  OTHER \_\_\_\_\_ WORK DAYS:  SN  M  T  W  TH  F  ST

**PRIOR FELONY CONVICTIONS**

29. Have you ever been convicted of a Felony?  YES  NO \_\_\_\_\_ Initial

**REQUIREMENT TO RETURN LOCAL POPULATION ID CARD**

30. I understand that I am required to return my Local Population Identification Card to the Base Pass Office when it expires or if my employment is terminated for any reason. \_\_\_\_\_ (initial)

**AUTHORIZATION AND RELEASE AND CERTIFICATION**

31. I hereby authorize the DOD/DON and other authorized Federal agencies to obtain any information required from the Federal government and/or state agencies, including but not limited to, the Federal Bureau of Investigation (FBI), the Defense Security Service (DSS), the U.S. Department of Homeland Security (DHS).

I have been notified of DON right to perform minimal vetting and fitness determination as a condition of access to DON installation/facilities. I understand that I may request a record identifier; the source of the record and that I may obtain records from the State Law Enforcement Office as may be available to me under the law. I also understand that this information will be treated as privileged and confidential information.

I release any individual, including records custodians, any component of the U.S. Government or the individual State Criminal History Repository supplying information, from all liability for damages that may result on account of compliance, or any attempts to comply with this authorization. This release is binding, now and in the future, on my heirs, assigns, associates, and personal representative(s) of any nature. Copies of this authorization that show my signature are as valid as the original release signed by me.

FALSE STATEMENTS ARE PUNISHABLE BY LAW AND COULD RESULT IN FINES AND/OR IMPRISONMENT UP TO FIVE YEARS.

BEFORE SIGNING THIS FORM, REVIEW IT CAREFULLY TO MAKE SURE YOU HAVE ANSWERED ALL QUESTIONS FULLY AND CORRECTLY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS MADE BY ME ON THIS FORM ARE TRUE, COMPLETE AND CORRECT

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

FINAL DETERMINATION ON YOUR ACCESS: The Base Commanding Officer has final authority for determination on granting physical access to DON controlled installations/facilities under his/her jurisdiction.

**BELOW COMPLETED BY BASE REGISTRAR PERSON CONDUCTING IDENTITY PROOFING and NCIC CHECK**

32. INFORMATION VERIFIED BY:	33. ENTERED IN C/S SYSTEM BY:	34. PASS ISSUE DATE:	35. PASS EXPIRATION DATE:
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36. NCIC CHECK PERFORMED BY:	37. RESULTS OF NCIC CHECK: <input type="checkbox"/> NO RECORDS <input type="checkbox"/> RECORD IDENTIFIER RECORD NUMBER:	38. RESULTS OF LOCAL RECORDS CHECK: <input type="checkbox"/> NO RECORDS <input type="checkbox"/> RECORD IDENTIFIER RECORD NUMBER:
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Office of Under Secretary of Defense Directive-Type Memorandum (DTM) 09-012, "Interim Policy Guidance for DoD Physical Access Control," December 8, 2009. DTM 09-012 requires that DoD installation government representatives query the National Crime Information Center (NCIC) and Terrorist Screening Database to vet the claimed identity and to determine the fitness of non-federal government and non-DoD-issued card holders (i.e. visitors) who are requesting unescorted access to a DoD installation. The minimum criteria to determine the fitness of a visitor is: 1) not on a terrorist watch list; 2) not on an DoD installation debarment list; and 3) not on a FBI National Criminal Information Center (NCIC) felony wants and warrants list. Additionally, SECNAV Memo, Policy for Sex Offender Tracking and Assignment and Access Restrictions within the Department of the Navy, of 7 Oct 08 and OPNAVINST 1752.3 established the Navy's policy on sex offenders, requiring Region Commanders (REGCOMs) and Installation Commanding Officers (COs) to prohibit sex offender access to DoN facilities and Navy owned, leased or PPV housing. This form describes the authority and purpose to collect and share the required information; and identifies the applicant/visitor and sponsor; and authorizes the DoD to perform the minimum vetting and fitness determination criteria. A favorable response on the vetting and fitness determination is required to receive access to DOD-controlled installation/facilities.

**Instruction for completing the Local Population Access Registration Form**

**INSTRUCTIONS:** Please complete all information in black ink (printed) or by typing. By voluntarily providing your Personal Information, you agree to the following terms and restrictions:

**RESTRICTIONS:** Local Population Identification Card/Base Access Pass may only be used by person to whom they are issued and for the specific business/purpose issued. Applicants are reminded that soliciting (i.e., door-to-door sales) is prohibited on the base, and that such activity is grounds for cancellation of the Pass. Additionally, such action may result in debarment from the base and legal action. The Base Commanding Officer has discretion over specifying the period of validity for any Local Population ID Cards/Base Access Passes that are issued under his/her jurisdiction. Review the Privacy At Statement that is printed at the top of the form

<p>Block 1: Enter the Last Name.                  Block 2: Enter the First Name.                  Block 3: Enter the Middle Name.                  Block 4: If applicable, check the box for Name Suffix.                  Block 5: Check the applicable box for Hispanic or Latino.                  Block 6: Check the applicable box for Race.                  Block 7: Check the applicable box for Gender.                  Block 8: Enter Date of Birth.                  Block 9: Enter City of Birth.                  Block 10: Enter State of Birth.                  Block 11: Enter Country of Birth.                  Block 12: Check the applicable box for US Citizenship.                  Block 13: If not a US Citizen, enter the name of the Country of Citizenship.                  Block 14: Two forms of identity source documents from the list of acceptable documents listed below must be presented to the base registrar with this completed form. Check the box for the type of Documents that will be presented for identity proofing. If the document type is not listed, use the two rows under Other Approved Identity Source Documents to enter the type of document(s) that you will present.                  Block 15: Enter the Document Number located on the Identity Proofing Source document that was checked in Block 14.                  Block 16: Enter the State that issued the Identity Source Document.                  Block 17: Enter the Country that issued the Identity Source Document.</p>	<p>Block 18: Enter the Date that the Identity Source Document was issued.                  Block 19: Enter the Date that the Identity Source Document will expire.                  Block 20: Enter Weight in pounds.                  Block 21: Enter Height in inches.                  Block 22: Check the applicable box for Hair Color.                  Block 23: Check the applicable box for Eye Color.                  Block 24: Enter Home Address Including City, State, Zip Code, and Home Telephone Number.                  Block 25: Enter Name of Registrant's Base Sponsor and Base Sponsor's Telephone Number.                  Block 26: Enter Employer Name and address including City, State, Zip Code, and Employer's Telephone Number.                  Block 27: Enter Supervisor's Name including City, State, Zip Code, and Supervisor's Telephone Number.                  Block 28: Check the applicable box for Work Hours box or check the OTHER box and enter the work hours, then check applicable boxes for Work Days.                  Block 28: Check the applicable answer if you have been convicted of Felony and enter initials.                  Block 29: Check the applicable box for felony conviction.                  Block 30: Enter initials to accept terms for returning Local Population Identification Card.                  Block 31: Sign and date the form to attest that the foregoing information is true and complete to best of your knowledge.</p>
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**LIST OF ACCEPTABLE DOCUMENTS - All documents must not be expired.**  
 Must present one selection from List A or a combination of one selection from List B and one selection from List C.

List A - Documents that Establish Identity and Employment Authorization	OR	List B - Documents that Establish Identity	AND	List C - Documents that Establish Employment Authorization
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card.</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551).</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa.</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766).</li> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:                             <ol style="list-style-type: none"> <li>a. Foreign Passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                                     <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with and restrictions or limitations identified on form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federal States of Micronesia (FSM) or the Republic of the Marshal Islands (RM) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and FSM or RM.</li> </ol>		<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card.</li> <li>5. U.S. Military card or draft record.</li> <li>6. Military dependent's ID card.</li> <li>7. U.S. Coast Guard Merchant Mariner Card.</li> <li>8. Native American tribal document.</li> <li>9. Driver's license issued by a Canadian government authority.</li> </ol> <p>For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none"> <li>10. School record or report card.</li> <li>11. Clinic, doctor, or hospital record.</li> <li>12. Day-care or nursery school record.</li> </ol>		<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:                             <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION.</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION.</li> </ol> </li> <li>2. Certification of Birth Abroad issued by the Department of State (Form FS-545).</li> <li>3. Certification of Birth issued by the Department of State (Form DS-1360).</li> <li>4. Original or certified copy of birth certificate issued by a State, county, municipal authority or territory of the United States bearing an official seal.</li> <li>5. Native American tribal document.</li> <li>6. U.S. Citizen ID Card (Form I-197).</li> <li>7. Identification Card for Use of Resident Citizen in the United States (Form I-179).</li> <li>8. Employment authorization document issued by the Department of Homeland Security.</li> </ol>

The remainder of the form will be completed by the Base Registrar Person conducting Identify Proofing process and NCIC check.

**AGENCY DISCLOSURE STATEMENT:**

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 4800 Mark Center Drive, East Tower, Suite 02G09, Alexandria, VA 22350-3100 OMB 0703-0061. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN COMPLETED FORM TO THE ABOVE ADDRESS.**

Completed form should be submitted to the Base Registrar.