

ITB BID No.: 17-009

TRUMAN WATERFRONT PARK AMPHITHEATER

**READ ME FIRST FOR ADDENDUM # 2**



TO ALL BIDDERS FOR THE TRUMAN WATERFRONT AMPHITHEATER:

The Design team, in collaboration with the City of Key West's Engineering Division has uploaded on Demand Star this "Addendum # 2" Package for the Truman Waterfront Park Amphitheater.

Included in the set is a written outline of all Addendum # 2 documents. Please make note that not all documents from the original TWP Amphitheater Bid Set are included in Addendum # 2. **Only** specific documents from the project manual, specifications and drawings that have a changed or have revisions or additions are included in this Addendum # 2 package.

It is the bidder's responsibility to incorporate all Addendum # 2 documents into the original Bid set. The bid due date remains unchanged. Bids will be opened December 14<sup>th</sup> 2016. The bid delivery location has changed. Bids will be received at 3126 Flagler Avenue.

Upon review of this, please review the **Written Summary of Addendum # 2** which is a written description and index of everything included in the Addendum #2 Package for the Truman Waterfront Park Amphitheater.

END OF READ ME FIRST FOR ADDENDUM # 2

ITB BID No.: 17-009  
TRUMAN WATERFRONT PARK AMPHITHEATER  
**WRITTEN SUMMARY OF  
ADDENDUM # 2 DECEMBER 8<sup>TH</sup> 2016**



**TO ALL BIDDERS FOR THE TRUMAN WATERFRONT AMPHITHEATER:**

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The following is a written description and index of everything included in the Addendum #2 Package for the Truman Waterfront Park Amphitheater issued to all qualified bidders.

Addendum # 2 includes clarifications, amendments, additions, deletions, revisions, etc. and shall form a part of the Bid Contract Documents and change of Original Documents only in the manner and to the extent stated.

Wherein new or changed products, manufacturers, etc. included in this Addendum # 2 package are approved for bidding for this project, it shall be understood they are bound to meet or exceed the requirements set forth in the drawings and/or specifications. This shall include all considerations afforded by new or changed products, manufacturers, etc. contained in Addendum # 2. Moreover wherein rough-in's, or other conditions may vary from that shown, the proposed products, manufacturers, etc. shall include all costs of other trades resulting from use of these products.

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**1. PROJECT MANUAL FRONT END DOCUMENT**

See updated Project Manual "Front End" Document (PDF) included. Refer to page 3 of this document which identifies all pages that have been modified (with changes highlighted in yellow). It should be also noted that the reports, ground water and soil management plan report, geotechnical exploration report, specifications, drawings, etc. from the original project manual are not included in this PDF. Bidders are responsible for incorporating this section of the front-end documents with the original. Take note of item 5 on page 2 of this summary regarding the geotechnical exploration report.

## 2. SPECIFICATIONS

The following items are specification clarifications as part of the Addendum # 2.

- |   |  |
|---|--|
| 1. <b>Specification Section: 224900</b> | <p><b>Added</b> Public Restroom Company or Equal.<br/> <b>Removed</b> language regarding snow conditions<br/> <b>Removed</b> sentence D in Section 3 on pre-approved required prior to bidding per RFI 17.<br/> <b>Added</b> language in section 4, item D.2 on materials and design intent.</p> |
| 2. <b>Specification Section: 262416</b> | <p><b>Remove</b> Section 262416, paragraph 2.03 and 2.04 ,<br/> A removed "Siemens"<br/> <b>Changed</b> paragraph 2.03 and 2.04, A to read<br/> "Square D or equal"</p>  |
| 3. <b>Specification Section: 323113</b> | <p><b>Added</b> Section 323113 in its entirety</p>   |
| 4. <b>Table of Contents</b>             | <p><b>Updated</b> TOC per above</p>  |

## 3. DRAWINGS

REPLACE all of the following drawing with new drawing of the same number, **DATED 12/08/16**

- |                       |   |
|-----------------------|---|
| 1. <b>Cover Sheet</b> | <p><b>Added</b> list of Addendum # 2 drawings.</p>  |
| 2. <b>A101</b>        | <p><b>Adjusted</b> location of roof drains.<br/> <b>Added</b> (3) removable panels for drain clean-out.<br/> (Same as A102)<br/> <b>Added</b> note on RCP about lighting<br/> <b>Added</b> conical shroud in RCP</p>  |
| 3. <b>A102</b>        | <p><b>Eliminated</b> 1 painted metal ring, re-spaced 5<br/> remaining (same as A103)<br/> <b>Added</b> (3) removable panels for drain clean-out<br/> (same as A101)</p>   |
| 4. <b>A103</b>        | <p><b>Added</b> details for conical shroud at top of columns<br/> (at underside of roof)<br/> <b>Added</b> details of at roof drain line from roof to<br/> column<br/> <b>Eliminated</b> 1 painted metal ring, re-spaced 5<br/> remaining. (Same as A102)</p> |

- Added** details of removable panels
5. **A106** **Updated** dimension on detail 7 and 8 regarding metal rings dimension above back wall
  6. **E100** **Added** hexagon symbol around Z fixture type.  
**Adjusted** language on note 13 regarding pull box  
**Corrected** note 13
  7. **E101** **Adjusted** language on power coated note # 2  
**Changed** RGS to PVC on floor plan
  8. **LF-04** **Changed** chain link fence details to be consistent with the specifications.
  9. **P101** **Adjusted** location of roof drains per Arch drawings  
**Added** details of at roof drain line from roof to column  
**Updated** RWL diagram per adjusted roof drains
  10. **S-302** **Added** details of at roof drain line from roof to column
  11. **S-401** **Eliminated** 1 painted metal ring, re-spaced 5 remaining to match Arch drawings
- 4. RFI's**  
Please see PDF of all Addendum 2 RFI's.
- 5. MISC.**
1. Please see PDF memo dated December 5<sup>th</sup> 2016 from Creed Howell regarding Owner direct purchasing procedures.
  2. Please see PDF of complete copy of the Geotechnical Exploration Report prepared by Nutting Engineering (signature date 7/14/2014).

**END OF WRITTEN SUMMARY OF ADDENDUM # 2**

# PROJECT MANUAL FOR:



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## ITB BID No.: 17-009 TRUMAN WATERFRONT PARK AMPHITHEATER

OCTOBER 2016

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MAYOR: CRAIG CATES

COMMISSIONERS:

SAM KAUFMAN

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

RICHARD PAYNE

MARGARET ROMERO

PREPARED FOR:  
City Of Key West  
Engineering Services

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

TRUMAN WATERFRONT PARK AMPHITHEATER

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KEY WEST, FLORIDA

OCTOBER 2016

ITB BID No.: 17-009

## INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID No. 17-009:  
TRUMAN WATERFRONT PARK AMPHITHEATER

ISSUE DATE: NOVEMBER 6, 2016

MAIL OR SPECIAL  
DELIVERY REPOSSES TO: CITY CLERK'S OFFICE  
CITY OF KEY WEST  
3126 FLAGLER AVENUE  
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE  
RECEIVED: DECEMBER 14, 2016

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

DEADLINE FOR INQUIRIES: NOVEMBER 30, 2016  
FINAL ADDENDA SUBMITTED: DECEMBER 8, 2016

SUE SNIDER  
PURCHASING AGENT  
CITY OF KEY WEST

**NOTE THE FOLLOWING PAGES WITH AMENDMENTS / REVISIONS, ETC. AS PART OF ADDENDUM # 2 WHICH ARE HIGHLIGHTED IN YELLOW. NOTE THIS FRONT END DOCUMENT ALREADY INCLUDES ADDENDUM # 1. HERE IS A SUMMARY:**

- Page 3, this page;
- Page 6 and 15, change address of bid delivery;
- Page 17, Liquidated Damages last line, the word "excluded" changed to "included";
- Page 18, line added for "Utility Fee Allowance";
- Page 19; additional add alternates for flood and wind coverage; and,
- Page 64, Article 68, language added regarding "payment on utility fees for Keys Energy Services and Florida Keys Aqueduct"

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### PART 8 - SCHEDULE OF VALUES

**PRIOR TO ANY AND ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING IF LOCATION OF CONSTRUCTION ACTIVITIES ARE SUBJECT TO ENVIRONMENTAL LAND USE CONTROLS (LUC). ANY AND ALL ENCOUNTERED CONTAMINATED SOIL AND OR GROUNDWATER SHALL BE HANDLED PER THE “SOIL AND GROUND WATER MANAGEMENT PLAN”, DATED FEBRUARY 13, 2015 INCLUDED IN THE PROJECT MANUAL. CONTRACTOR SHALL VERIFY THAT LUC CONSTRUCTION PERMIT HAS BEEN FILED AND APPROVED FOR THIS WORK.**

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**PART 1**

**BIDDING REQUIREMENTS**

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## **INVITATION TO BID**

Sealed bids for the City of Key West ITB No.17-009 TRUMAN WATERFRONT PARK AMPHITHEATER, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler Ave, Key West Florida, 33040 until 3:30 pm on December 14, 2016 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) one original and (2) two flash drives with one single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “BID FOR TRUMAN WATERFRONT PARK AMPHITHEATER ITB No. 17-009” addressed and delivered to the City Clerk at the address noted above.**

The project includes, but is not limited to, the management and disposal of encountered contaminated soil, site work (including a curved berm and use of stockpiled soil), utility work (demolition, relocation and new work), construction of an amphitheater (stage, back wall, columns, roof and associated stairs and ramps) back of house and loading / service area, pre-engineered / pre-manufactured bathroom facility, roadways, ADA parking spaces across the street, sidewalks, pedestrian paths, site lighting, landscape and irrigation.

The overall vision of the Truman Waterfront Park Amphitheater is to create a one of a kind experience for both performers and audience for a variety of outdoor events & venues for both the residence of Key West and tourists alike. The Amphitheater is designed to offer a wide range of small performances from local to traveling / out of town venues / events year round. The design includes a dynamic elliptical structure that is carefully integrated into the parks landscape and shaped terrain, open seating areas and curved berm so that building and landscape become one.

The elliptical shaped one story amphitheater building houses a covered stage below an elliptical roof that overhands beyond the stage supported by a ring of steel beams with an integrated curved backdrop wall and ring bands to accommodate stage equipment brought by bands / events. The stage is 4 feet above grade and the overall roof structure is 23 feet above the stage. Directly in front of the stage is a concrete area to accommodate movable seating. The building fronts a series of open seating lawns which is bounded by a curved landscaped berm. Integrated into the lawns are concrete sidewalk / pathways and dedicated areas for stage / performance control booth and temporary lighting / A/V towers. Included in this project is a pre-engineered / pre-manufactured bathroom facility. The contractor must familiarize themselves with the entire bid package including the construction documents and for purposes of bid, what items are identified as add or deductive alternates as specified on pages 20 and 21.

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

**A MANDATORY pre-bid meeting** will be held in the conference room at the City Engineering Trailer at the Truman Waterfront located at 20 East Quay Road, Key West, FL 33040 on Wednesday November 16, 2016 at 11:00 A.M.

The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will be required to

## INVITATION TO BID (continued)

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. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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

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

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of 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, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the 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.

For information concerning the proposed work or for appointment to visit the site of the proposed work, contact Jim Bouquet, Engineering Services Department for the City of Key West at (305) 809-3962 or [jbouquet@cityofkeywest-fl.gov](mailto:jbouquet@cityofkeywest-fl.gov).

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that 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, (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

\* \* \* \* \*

## 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 Jim Bouquet (jbouquet@cityofkeywest-fl.gov) in writing (at least 10 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The 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 in order to bid and perform the work specified herein.

### 4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the CITY 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.

## INSTRUCTIONS TO BIDDERS (continued)

### 5. TYPE OF PROPOSAL

#### A. LUMP SUM

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

**The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by bid items listed in the draft AIA 702 Continuation Sheet in PART 8 of the PROJECT MANUAL and will be used as a basis for payment. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.**

### 6. PREPARATION OF BIDS

#### A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK 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 individual lump sum 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 Proposal for work contemplated; all Proposals 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 Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

**INSTRUCTIONS TO BIDDERS (continued)**

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 an experience record with the Bid showing his experience and expertise in general civil and park construction work including, but limited to, management and disposal of contaminated groundwater and soil and construction of site work, roadways, parking lots, playgrounds, safety surfacing, shade sails, furniture landscape and irrigation. Such experience record shall provide at least five current or recent projects 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.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit 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  
 Public Entity Crimes Form  
 Indemnification Form  
 Local Vendor Certification  
 City of Key West Business License Tax Receipt  
 Domestic Partnership Affidavit  
 Cone of Silence Affidavit  
 Bidder's 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.

## INSTRUCTIONS TO BIDDERS (continued)

### 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 Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal 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 bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (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 Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

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

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

**INSTRUCTIONS TO BIDDERS (continued)**11. **RETURN OF BID SECURITY**

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

12. **AWARD OF CONTRACT**

Within sixty (60) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within ninety (90) days after the opening of Proposals.

The awarded Contractor shall agree to hold the bid lump sum fee for a minimum of one (1) year from the date of Notice of Award.

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

13. **BASIS OF AWARD**

The award will be made by the Owner on the basis of the Total BID + Owner Selected Bid Alternates) from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner. The Owner retains the option to award based BASE BID + Owner Selected Bid Add or Deductive Alternates.

14. **EXECUTION OF CONTRACT**

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

The contract shall be executed on the basis on available funding and respective lump sum fee.

**INSTRUCTIONS TO BIDDERS (continued)**15. **CONTRACT BONDS**A. **PERFORMANCE AND PAYMENT BONDS**

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

B. **POWER-OF-ATTORNEY**

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

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. **FAILURE TO EXECUTE CONTRACT AND FURNISH BOND**

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

**INSTRUCTIONS TO BIDDERS (continued)**

17. **PERFORMANCE OF WORK BY CONTRACTOR**

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

18. **TIME OF COMPLETION**

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may 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 Proposal.

The term of this contract will not exceed **220 calendar** days with ALL work complete and final invoice submitted to the CITY no later than September 8, 2017 to allow for submittal of Monroe County Tourist Development Council grant documentation.

**PRIOR TO ANY AND ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING IF LOCATION OF CONSTRUCTION ACTIVITIES ARE SUBJECT TO ENVIRONMENTAL LAND USE CONTROLS (LUC). ANY AND ALL ENCOUNTERED CONTAMINATED SOIL AND OR GROUNDWATER SHALL BE HANDLED PER THE "SOIL AND GROUND WATER MANAGEMENT PLAN", DATED FEBRUARY 13, 2015 INCLUDED IN THE PROJECT MANUAL. CONTRACTOR SHALL VERIFY THAT LUC CONSTRUCTION PERMIT HAS BEEN FILED AND APPROVED FOR THIS WORK.**

\* \* \* \* \*

**PROPOSAL**

NOTE TO BIDDER: Use preferably BLACK ink for completing this Proposal form.

To: The City of Key West  
Address: 3126 Flagler Avenue, Key West, Florida 33040  
Project Title: TRUMAN WATERFRONT PARK AMPHITHEATER

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

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

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

**CONTRACT EXECUTION AND BONDS**

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

## PROPOSAL (continued)

### CERTIFICATES OF INSURANCE

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

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

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal Injury \$300,000 Fire Damage / Legal
Coverage must include the following: - Contractual Liability - CG2010 (1185) or Equivalent - No exclusion for XCU - Products / Completed Operations - Personal Injury	- Commercial Form - Broad Form Property Damage - Premises / Operations - Independent Contractors (if any part of the work is to be subcontracted out)
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	\$5,000,000 Occurrence / Aggregate
Worker's Compensation: Employer's Liability:	Statutory \$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee
Pollution Liability:	\$2,000,000

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail. The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted). Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act. Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation. The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and



**PROPOSAL (continued)**

**LUMP SUM ITEMS**

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. Bidders shall include in their lump sum bid the cost to provide Builder’s Risk insurance in accordance with 34.E. of the General Conditions including payment of any deductible.

**1. BASE BID**

1 LS \$ \_\_\_\_\_(1)

Contingency and Unforeseen Conditions Allowance

1 LS (10% of Base Bid) \$ \_\_\_\_\_(2)

Utility Fee Allowance (for FKAA and Keys Energy service fees)

1 LS \$ 140,000.00 (3)

**TOTAL LUMP SUM BASE BID (1) + (2) + (3):** \$ \_\_\_\_\_(4)

**TOTAL LUMP SUM BASE BID:**

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

(4) *amount written in words*

**BASE BID ADD OR DEDUCT ALTERNATES**

NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. A deductive alternate for the painted metal panels cladding at the curved back wall with painted smooth stucco finish over same metal framing as shown in drawings.

1 LS \$ \_\_\_\_\_

[ITEMS 2 – 5 ARE ADD/ DEDUCTIVE ALTERNATES THAT ARE PART OF ADDENDUM # 1]

2. An Add alternate for the Chain-link fence as indicated in construction drawings.

1 LS \$ \_\_\_\_\_





**PROPOSAL (continued)**

**SUBCONTRACTORS**

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

---

**Name**

---

Trade	Percent of Total Base Bid
-------	---------------------------

---

Street	City	State	Zip
--------	------	-------	-----

---

**Name**

---

Trade	Percent of Total Base Bid
-------	---------------------------

---

Street	City	State	Zip
--------	------	-------	-----

---

**Name**

---

Trade	Percent of Total Base Bid
-------	---------------------------

---

Street	City	State	Zip
--------	------	-------	-----

---

**Name**

---

Trade	Percent of Total Base Bid
-------	---------------------------

---

Street	City	State	Zip
--------	------	-------	-----

---

**Name**

---

Trade	Percent of Total Base Bid
-------	---------------------------

---

Street	City	State	Zip
--------	------	-------	-----

**PROPOSAL (continued)**

SURETY

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

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

BIDDER

The name of the Bidder submitting this Proposal is

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**PROPOSAL (continued)**

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
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 \_\_\_\_\_ 2016.

(SEAL)

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

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

**EXPERIENCE OF BIDDER**

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years. List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers on attached sheet.

\*\*\*\*\*

**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 ENGINEER, ARCHITECT or his authorized representative.

ARTICLE 34 "INSURANCE & LIABILITY”

Delete Article 34 “INSURANCE & LIABILITY” (A), (B), (C), and (D) in their entirety and substitute the following:

Contractor shall maintain limits no less than those stated below:

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

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$5,000,000	Occurrence / Aggregate
Pollution Liability	\$2,000,000	

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

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

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

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

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

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

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3963 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

Add the following Article:

#### G. SURETY AND INSURER QUALIFICATIONS

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

## ARTICLE 35 "INDEMNITY"

Delete Article 35 "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 of the Work. This indemnification shall continue beyond the date of completion of the work.

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

Add the following:

### A. PERMIT FOR WORK WITHIN LOCAL RIGHTS-OF-WAY

The Contractor shall obtain from the City of Key West the necessary permits for work within the rights-of-way. The Contractor shall abide by all regulations and conditions, including maintenance of traffic.

### B. NOISE ORDINANCE

City of Key West has a noise ordinance that allows working hours between 8:00 AM to 7:00 PM, Monday through Friday and 9:00 AM to 5:00 PM on Saturday. No work shall be performed during Sunday or City Holidays, State Holidays and National Holidays. Construction operations outside these hours and these days will require approval of the Engineer and may require a variance from the City of Key West Commission.

D. "LICENSES"

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

1. Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents.
2. Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 18 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.
3. Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:
  - a.) City of Key West Tax License Receipt;
  - b.) A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida
  - c.) A valid occupational license issued by the City of Key West, Florida.

E. WORK DURING SPECIAL EVENTS

There shall be no work. Any construction operations during Power Boat Race Week (typically early November) and Sailboat Race Week (typically January) shall be approved by the City of Key West.

## ARTICLE 42 "SAFETY"

Add the following sub article:

### OCCUPATIONAL SAFETY AND HEALTH

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

## ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

### HISTORIC PRESERVATION

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

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

## ARTICLE 68 "PAYMENT FOR CHANGE ORDERS"

Add the following paragraphs

If not initially included in the original construction agreement, Change Orders will be implemented subject to approval by the City Commission.

Payment of utility fees to Keys Energy Services and Florida Keys Aqueduct Authority (FKAA) shall be made by the Contractor as directed by Owner issuance of a written Work Directive. The utility fee allowance will be allocated based on direct reimbursement of utility fees without addition of any markup, overhead, or profit by the Contractor. The Contractor shall make application for full reimbursement on the next scheduled application for payment. Retainage shall not be withheld on such reimbursement.

## ARTICLE 69 "PARTIAL PAYMENTS"

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

No more than once each month the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work and request payment. As used in this Article the words "amount earned" means the value, on the date of the

estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work.

Separate Application and Certification for Payment forms will be submitted for each Notice to Proceed.

#### ARTICLE 69 "PARTIAL PAYMENTS"

Add the following:

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

#### ARTICLE 69 "PARTIAL PAYMENTS"

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

##### DEDUCTION FROM ESTIMATE

The OWNER will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work. When the work for an individual Notice to Proceed is 90 percent complete, the OWNER may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date associated with that Notice to Proceed, 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. The remaining 5 percent will be held until final completion of the entire project.

#### ARTICLE 69 "PARTIAL PAYMENTS"

Delete Subarticle E "PAYMENT" in its entirety and substitute the following:

##### PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than

40 days prior to the scheduled day for payment will not be processed or paid until the following month.

The OWNER will withhold progress payments until the Contractor has satisfied the above conditions.

## 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.

## ARTICLE 72 "FINAL PAYMENT"

Add the following;

### **A. Acceptance and Final Payment.**

Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance and subject to the terms of the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The OWNER will pay the estimate, less any sums that the OWNER may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (8) below.

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.

- 1 The Contractor has properly maintained the project, as specified hereinbefore.
- 2 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.
- 3 The surety on the contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.
- 4 The Contractor has furnished all required mill tests and analysis reports to the Engineer.
- 5 The Contractor has furnished as-built drawings in AutoCAD and Adobe PDF, in accordance with all supplied data collections and files to be compatible with Esri ArcGIS 10.2.2 Software. The current computing environment consists of:

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

#### Interfaces and Integrations

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

- Arc Collector

- ArcGIS Online
- ArcMap 10.2

ADD ARTICLE 75 RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

- A. The city shall pay no additional compensation for hurricane and or any other acts of nature.
- B. **CLEANUP PROCEDURES FOR HURRICANE WARNINGS AND HURRICANE WATCH.** In the event the owner or National Oceanographic and Atmospheric Administration (NOAA) issues a Tropical Storm Watch or a Hurricane Watch for the Keys, the Engineer will contact the Contractor informing him that the Watch has been established. Within four (4) hours of the notice the Contractor shall provide the Engineer with a written plan and schedule describing how and when the Contractor will remove all unnecessary items from the work area and tie down all necessary supplies and barricades in the event a Tropical Storm Warning or a Hurricane Warning is issued. The Contractor shall remove all unnecessary items from work areas and shall tie down all movable objects (under 200 lbs.) The Engineer will determine "necessary" items. The Owner shall not be liable for any financial hardship or delays caused as a result of demobilization or remobilization of work due to the above.

ADD ARTICLE 76 CITY OF KEY WEST LICENSES, PERMITS AND FEES

- A. Pursuant to the Public Proposal Disclosure Act, there are a number of licenses, permits, and/or fees a Contractor **REQUIRED BY THE CITY OF KEY WEST** before or during construction by virtue of this construction as part of the Contract. **Payment of these licenses, permits and/or fees is the responsibility of the Contractor unless specifically excluded.** The Contractor shall verify each required license, permit, or fee before submitting the Proposal.

\* \* \* \* \*

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32 13 73	Concrete Paving Joint Sealants
32 14 00	Unit Paving
32 17 23	Pavement Markings (Addendum 1)
32 17 26	Tactile Warning Surfacing
<b>32 31 13</b>	<b>Chain Link Fences and Gates (Addendum 2)</b>
32 31 19	Decorative Metal Fences and Gates
32 84 00	Irrigation System
32 91 13	Soil Preparation (Addendum 1)
32 92 00	Turf and Grasses (Addendum 1)
32 93 00	Plants (Addendum 1)

## DIVISION 33 – UTILITIES

33 11 00	Water Utility Distribution Piping
33 12 00	Water Utility Distribution Equipment
33 13 00	Disinfecting of Water Utility Distribution (Addendum 1)
33 16 00	Sidewalks, Curbs and Gutters
33 25 10	Drilling of Drainage Wells (Addendum 1)
33 25 20	Step Draw Down Test
33 39 23	Sanitary Service Connections (Addendum 1)
33 41 01	Storm Piping
33 44 13	Storm Structures

Truman Amphitheater

October 14, 2016  
Addendum 2 – Dated December 8, 2016

33 46 00      Subdrainage

END OF SECTION 000003

SECTION 224900 – PREFABRICATED MODULAR BATHROOM

PART 1 - GENERAL

1.1 SCOPE

- A. This specification covers the construction and placing of the Santiago precast concrete flush toilet building as produced by CXT, PUBLIC BATHROOM COMPANY OR EQUAL Incorporated.

2.0 SPECIFICATIONS

ASTM C33	Concrete Aggregates
ASTM C39	Method of Test for Compressive Strength of Cylindrical Concrete Specimens
ASTM C143	Method of Test for Slump of Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C192	Method of Making and Curing Test Specimens in the Laboratory
ACI 1211.1	Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete
PCI MNL 116	Quality Control for Plants and Production of Precast Pre-stressed Concrete Products

3.0 MANUFACTURER CRITERIA

The manufacturer supplying the requested precast concrete multi-flush facility must meet the following:

- A. Manufacturer must be ISO 9001 certified at the time of bid.
- B. Manufacturing plant must be PCI certified at the time of bid.
- C. Manufacturer must not have defaulted on any contract within the last five years.
- D. Manufacturer must provide stamped, engineered drawings prior to acceptance.
- E. Manufacturer must show four examples of precast concrete flush facilities produced, installed, and in use as an example of their ability to perform on this contract.

Manufacturers meeting these criteria are:

CXT, PUBLIC BATHROOM COMPANY OR EQUAL , Incorporated  
Spokane Industrial Park  
3808 North Sullivan Road, Building 7  
Spokane, WA 99216

Phone: 800-696-5766

**PUBLIC BATHROOM COMPANY OR EQUAL**

2586 Business Parkway

Minden NV, 89423

(888) 888-2060, extension 9

**4.0 DESIGN CRITERIA**

The final design has been designed to meet the following criteria. Calculations and Engineer's stamped drawings are available upon request by the customer and are for their sole and specific use only. The design criteria are to ensure that the Santiago not only will withstand the forces of nature listed below but will provide protection from vandalism and other unforeseen hazards.

**B. Wind Load**

1. The final design will withstand the effects of 180 mile per hour wind load or applicable Florida Building Code

**D. Additional Design Standards**

1. The final designed to meet the requirements of the Americans with Disabilities Act Requirements and Uniform Federal Accessibility Standards as of the date of this specification.
2. The final design is either all concrete structure or pending the specific company, a composite of concrete and metal construction as long as it meets the design intent.

**5.0 MATERIALS**

**A. Concrete - General**

The concrete mix design will be designed to ACI 211.1 to produce concrete of good workability.

1. Concrete will contain a minimum of 610 pounds of cement per cubic yard. Cement will be a low alkali type I or III conforming to ASTM C-150.
2. Coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67.
3. Minimum water/cement ratio will not exceed .45. Slump to be between 3" – 4". Slump may be increased using chemical admixtures provided that the concrete maintains same or lower water to cement ratio and does not exhibit segregation. Slump will never exceed 9".
4. Air-entraining admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A.

## B. Colored Concrete

1. Color additives will conform to ASTM C979. A 12"x12"x1" color sample will be available for customer approval.
2. The following will contain colored concrete:
  - a. Toilet building roof panels
  - b. Building walls
  - c. Screen panels
3. The same brand and type of color additive will be used throughout the manufacturing process.
4. All ingredients will be weighed and the mixing operation will be adequate to ensure uniform dispersion of the color.

## D. Hot Weather Concrete

The temperature of the concrete will not exceed 95 degrees F. at the time of placement. When the ambient reaches 90 degrees F. the concrete will be protected with moist covering.

## E. Concrete Reinforcement

1. All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.
2. All reinforcement will be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
3. Details not shown of drawings or specified will be to ACI318.
4. Steel reinforcement will be centered in the cross-sectional area of the walls and will have at least 1" of cover on the under surface of the floor and roof.
5. The maximum allowable variation for center-center spacing of reinforcing steel will be 1/2".
6. Full lengths of reinforcing steel will be used when possible. When splices are necessary on long runs, splices will be alternated from opposite sides of the components for adjacent steel bars. Lap bars #4 or smaller a minimum of 12". Lap bars larger than #4 a minimum of 24 bar diameters.
7. Reinforcing bars will be bent cold. No bars partially embedded in concrete will be field bent unless approved by the customer.

## F. Sealers and Curing Compounds

1. Curing compounds, if used, will be colorless, complying with ASTM C309, type I or 1-D.
2. Weatherproofing sealer for exterior of building will be a clear water repellent penetrating sealer.

## G. Caulking, Grout, Adhesive and Sealer

1. Caulking service temperatures from -40 to +194 degrees Fahrenheit.

2. Interior and exterior joints will be caulked with a paintable polyurethane sealant.
3. Gout will be a non-shrink type and will be painted to match the color of surrounding concrete as nearly as possible.
4. Cement based coating is formulated with a very fine aggregate system and a built in bonding agent.

#### H. Paint

1. All paints and materials will conform to all Federal specifications or be similar “top-of-the-line-components”. Paints will not contain more than .06 percent by weight of lead.
2. Type of paints for toilets
  - a. Inside concrete surfaces
    - I Interior floors will be a 2-component, catalyzed, water borne polyamide epoxy with a micronized polymer additive to provide uniform slip resistant texture. The color will be gray.
    - II Interior walls and ceilings will be a modified acrylic, water repellent penetrating stain followed by one coat of clear sealer. The color will be white followed by a clear acrylic anti-graffiti sealer.
    - III. Metal surfaces both inside and out DTM ALKYD
  - b. Exterior concrete surfaces
    - I Exterior slab will be clear sealer
    - II Exterior walls and roof will be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer.

#### I. Grab bars

Grab bars will be 18 gauge, type 304 stainless steel with 1-1/2” clearance. Grab bars will each be able to withstand 300 pound top loading.

#### J. Toilet Paper Dispenser

Dispenser will be constructed of ¼” thick, type 304 stainless steel. Dispenser will be capable of holding two (2) standard rolls of toilet paper. Toilet paper holder fastening system will be able to withstand 300 pound top loading.

#### K. Steel Doors

1. Doors will be a flush panel type 1-3/4” thick, minimum 16 gauge galvanized steel, top painted with ATM ALKYD,
2. Door frames will be knockdown or welded type, single rabbet, minimum 16 gauge galvanized steel top painted with DTM ALKYD, width to suit wall thickness. Three (3) rubber door silencers will be provided on latch side of frame.

#### L. Door Hinges

Door hinges will be 3 per door with dull chrome plating 4-1/2"x4-1/2", adjustable tension, automatic-closing for each door.

M. Lockset

1. Lockset will meet ANSI A156.2 Series 4000, Grade 1 cylindrical lockset for exterior door.
  - a) Lever handle both inside and out.
  - b) U.S. 26D finish.

N. Optional Dead Bolt

Deadbolt will be a Lori Lock standard model with a double cylinder, 2 3/4" backset, and US26D finish. The cylinder will be a standard 1 1/8" Schlage Mortise cylinder with compression ring and 626 finish.

O. Mirror

Mirror to be 18" x 36" stainless steel.

P. Door Stop

Doorstop will be a dome style stop meeting ANSI 156.16.

Q. Double Coat Hook

Coat hook will be 304 stainless steel 16 gauge (1.5mm), formed construction with a satin finish and have 3/16"x 7/8" nail in anchor. Upper hook will extend at least 2-1/2" inches from the wall. Lower hook will extend at least 1-1/4" from the wall.

R. Door Sweep

Door sweep will be provided at the bottom of door and will be an adjustable brush type.

S. Wall Vent

Wall vent to be crank operated allowing the unit to be opened or closed. Crank will be removable. Wall vent frame will be cast into the concrete wall. The units' frame will be C3 x 4.1 channel steel. The louver frame and louvers will be 18 gauge zinc coated steel with baked enamel finish. Vent to come with insect screen.

T. Windows

1. Windows will be constructed from steel.
2. Window glazing will be 1/4" thick translucent pebble finished polycarbonate.

U. Plumbing

1. Waste and vent material will be ABS or PVC plastic and will be plumbed to meet Uniform Building Codes.
2. Water material will be copper tubing Type L, hard drawn. A gate valve will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.
3. All plumbing will be concealed in the service area.
4. Hose bib available in the chase area.
5. A main shut-off valve and drain will be provided with plumbing.
6. Toilet will be constructed of vitreous china, wall hung, with siphon jet action. Toilet will have a back spud for a concealed flush valve connection and will be mounted with the top of the seat 18 inches above the finished floor. Seat will be heavy duty solid plastic with an open front. Optional stainless steel available (see submittal).
7. Flush valve will be concealed closet flush-o-meter constructed of rough brass. Furnish valve with integral vacuum breaker and wall mounted push button. Valve will be of a water saver type with a flow of 1.6 gallons per flush.
8. Lavatory will be cast iron with back splashguard, front overflow opening, equipped with brass trap and drain pipe without stopper. Sink will be 20 inches wide x 18 inches front to back x 6 inches deep.
9. Water valve will be self-closing water set with indexed push button.
10. Urinals will be constructed of vitreous china, wall hung with siphon jet action. Urinal will have a back spud for a concealed flush valve connection and will be mounted with the lip no higher than 17 inches above the finished floor.
11. Option for hot water heater.

V. Electrical

1. All electrical wiring will be in conduit, surface mounted in the service area and concealed in the user compartments. All wire will be copper.
2. A 150-amp breaker panel will be provided on building exterior.
3. The chase area will have a 2 each 4-foot 3 bulb low temperature ballast fluorescent light fixtures, for chase and restroom lighting. The lighting will be time clock activated with a switch override
4. Exterior Lighting will be three 35-watt High Pressure Sodium vandal resistant lights operated by a photocell.
5. 1 GFI outlets located next to each sink.
6. 2 restroom exhaust fans with 270 CFM speed controlled (control in chase area) operated by a time clock.
7. The hand dryer will be an air compression type with remote motor unit. Push button switch located in cast nozzle housing with flexible hose connecting blower motor, housing and nozzle. Power input 120VAC, 7A (non-heated air).

W. Stalls

Stall partition walls to be produced of 3-inch concrete. Stall doors to be HDPE, in matching white color.

## 6.0 MANUFACTURE

### A. Mixing and Delivery of Concrete

Mixing and delivery of concrete will be in accordance with ASTM C94, section 10.6 through 10.9 with the following additions:

1. Aggregate and water will be adjusted to compensate for differences in the saturated surface-dry condition.
2. Concrete will be discharged as soon as possible after mixing is complete. This time will not exceed 30 minutes.

### B. Placing and Consolidating Concrete

Concrete will be consolidated by the use of mechanical vibrators. Vibration will be sufficient to accomplish compaction but not to the point that segregation occurs.

### C. Finishing Concrete

1. Interior floor and exterior slabs will be floated and troweled. A light broom finish will be applied to the exterior slabs.
2. All exterior building walls and exterior screen walls will be a barnwood texture (optional textures available).
3. All exterior surfaces of the roof panels will be cast to simulate a cedar shake roof. The underside of the overhang will have a smooth finish (optional roof textures available).

### D. Cracks and Patching

1. Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected.
2. Small holes, depressions and air voids will be patched with a suitable material. The patch will match the finish and texture of the surrounding surface.
3. Patching will not be allowed on defective areas if the structural integrity of the building is affected.

### E. Curing and Hardening Concrete

1. Concrete surfaces will not be allowed to dry out from exposure to hot, dry weather during initial curing period.

## 7.0 FINISHING AND FABRICATION

### A. Structural Joints

1. Wall components will be joined together with two welded plate pairs at each joint. Each weld plate will be 6" long and located one pair in the top quarter and one pair in the bottom quarter of the

seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.

2. Walls and roof will be joined with weld plates, 3"x 6", at each building corner.
3. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matching colored caulk on the outside and two weld plates 6" long per wall.

#### B. Painting/Staining

1. An appropriate curing time will be allowed before paint is applied to concrete.
2. Some applications may require acid etching. A 30% solution of hydrochloric acid will be used, flushed with water and allowed to thoroughly air dry.
3. Painting will not be done outside in cold, frosty or damp weather.
4. Painting will not be done outside in winter unless the temperature is 50 degrees F. or higher.
5. Painting will not be done in dusty areas.
6. Schedule of finishes
  - a. Inside concrete surfaces
    - I Inside floors will be 1 coat of 1-part water based epoxy with a silica sand suspension to provide uniform texture.
    - II Interior walls and ceilings will be 2 coats of a modified acrylic, water repellent penetrating stain, followed by 1 coat of clear sealer.
  - b. Metal surfaces both inside and out
    - I 2 coats of DTM ALKYD
  - c. Exterior concrete surfaces
    - I Exterior slab will be 1 coat of clear sealer
    - II Exterior walls will be 2 coats of water repellent penetrating stain in the same color as the walls or roof followed by 1 coat of clear acrylic anti-graffiti sealer.

### 8.0 TESTING

- A. The following tests will be performed on concrete used in the manufacture of toilets. All testing will be performed in the CXT, PUBLIC BATHROOM COMPANY OR EQUAL (PCI certified) laboratories. Testing will only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling will be in accordance with ASTM C172.
  1. The slump of the concrete will be performed on the first batch of concrete in accordance with ASTM C143. This slump will be in the 3"- 4" range. Slump may be increased using chemical admixtures provided that the concrete maintains same or lower water to cement ratio and does not exhibit segregation. Slump will never exceed 9".

2. The air content of the concrete will be checked per ASTM C231 on the first batch of concrete. The air content will be in the range of 5.5% +/- 1%.
3. The compressive strength of the cylinders will be tested to ASTM C39. We will make one (1) cylinder for release, one (1) for 7 days and one (1) for 28 days. The release must be a minimum strength of 2500 psi, the 7 day must be a minimum of 4500 psi and the 28 day must be a minimum of 5000 psi.
4. A copy of all test reports will be available to the customer as soon as 28 day test results are available.

## 9.0 INSTALLATION

### A. Scope of Work

Work specified under this Section relates to the placement of the unit by CXT, PUBLIC BATHROOM COMPANY OR EQUAL on customer prepared foundations.

### B. Location

It's the responsibility of the customer to:

1. Provide exact location by stakes or other approved method.
2. Provide clear and level site free of overhead and/or underground obstructions.
3. Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the contract requirements.
4. Water, electrical, and sewage site connections to be placed per CXT, PUBLIC BATHROOM COMPANY OR EQUAL drawings. Must be placed to easily connect to the building

### C. Base

The building shall be set and attached to structural foundation, refer to structural construction documents.

## 10.0 WARRANTY—PRECAST DIVISION

CXT, PUBLIC BATHROOM COMPANY OR EQUAL warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT, PUBLIC BATHROOM COMPANY OR EQUAL in writing within one (1) year of delivery. CXT, PUBLIC BATHROOM COMPANY OR EQUAL, at its option, will repair or replace the goods or issue credit for the customer provided CXT, PUBLIC BATHROOM COMPANY OR EQUAL is first given the opportunity to inspect such goods. It is specifically understood that CXT, PUBLIC BATHROOM COMPANY OR EQUAL's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT, PUBLIC BATHROOM COMPANY OR EQUAL's manufacturing plant, Spokane, Washington and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT, PUBLIC BATHROOM COMPANY OR EQUAL.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT, PUBLIC BATHROOM COMPANY OR EQUAL 's express written consent, in such a way as in the reasonable judgement of CXT, PUBLIC BATHROOM COMPANY OR EQUAL , to adversely affect the stability or reliability thereof;
2. To any goods which have been subject to misuse, negligence, acts of God or accidents or
3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

#### 11.0 DISCLAIMER OF OTHER WARRANTIES

The warranty set forth above is in lieu of all other warranties, express or implied. All other warranties are hereby disclaimed. CXT, PUBLIC BATHROOM COMPANY OR EQUAL makes no other warranty, express or implied, including, without limitation, no warranty of merchantability of fitness for a particular purpose or use.

#### 12.0 LIMITATION OF REMEDIES

In the event of any breach of any obligation hereunder, breach of any warranty regarding the goods or any negligent act or omission or any party, the parties shall otherwise have all rights and remedies available at law; however, IN NO EVENT SHALL CXT, PUBLIC BATHROOM COMPANY OR EQUAL BE SUBJECT TO OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

## SECTION 26 2416 - PANELBOARDS

### PART 1 - GENERAL

#### 1.01 SUMMARY

A. Section Includes:

1. Lighting and appliance branch-circuit panelboards.

#### 1.02 DEFINITIONS

A. MCCB: Molded-case circuit breaker.

B. SPD: Surge protective device.

#### 1.03 ACTION SUBMITTALS

A. Product Data: For each type of panelboard.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details.
2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.
5. Include evidence of NRTL listing for SPD as installed in panelboard.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
7. Include wiring diagrams for power, signal, and control wiring.
8. Key interlock scheme drawing and sequence of operations.

#### 1.04 INFORMATIONAL SUBMITTALS

A. Panelboard schedules for installation in panelboards.

#### 1.05 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

#### 1.06 FIELD CONDITIONS

A. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet.

## 1.07 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.
  - 1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.01 PANELBOARDS COMMON REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NEMA PB 1.
- C. Comply with NFPA 70.
- D. Enclosures: Surface-mounted, dead-front cabinets.
  - 1. Rated for environmental conditions at installed location.
  - 2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
- E. Incoming Mains Location: Bottom.
- F. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.
- G. Conductor Connectors: Suitable for use with conductor material and sizes.
  - 1. Material: Tin-aluminum.
  - 2. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
  - 3. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
- H. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.
- I. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- J. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

## 2.02 PERFORMANCE REQUIREMENTS

- A. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 1.

## 2.03 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Square D or equal.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- D. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

## 2.04 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Square D or equal.
  - 1. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.
- B. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.
  - 1. Fuses and Spare-Fuse Cabinet: Comply with requirements specified in Section 262813 "Fuses."

## 2.05 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.
- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

## 2.06 ACCESSORY COMPONENTS AND FEATURES

- A. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

## PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. Comply with NECA 1.
- B. Install panelboards and accessories according to NECA 407 NEMA PB 1.1.

- C. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- D. Mount panelboard cabinet plumb and rigid without distortion of box.
- E. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- F. Install overcurrent protective devices and controllers not already factory installed.
- G. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- H. Install filler plates in unused spaces.
- I. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

### 3.02 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

### 3.03 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.
- C. Tests and Inspections:
  - 1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- D. Panelboards will be considered defective if they do not pass tests and inspections.
  - E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION

## SECTION 323113 - CHAIN LINK FENCES AND GATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Chain-link fences.
- 2. Swing gates.
- 3. Horizontal-slide gates.

- B. Related Requirements:

- 1. Section 033000 "Cast-in-Place Concrete for cast-in-place concrete and post footings.
- 2. Section 281300 "Access Control" for gate controls.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

- 1. Inspect and discuss preparatory work specified elsewhere.
- 2. Review sequence of operation for each type of gate operator.
- 3. Review coordination of interlocked equipment specified in this Section and elsewhere.
- 4. Review required testing, inspecting, and certifying procedures.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
  - a. Fence and gate posts, rails, and fittings.
  - b. Chain-link fabric, reinforcements, and attachments.
  - c. Gates and hardware.

- B. Shop Drawings: For each type of fence and gate assembly.

- 1. Include plans, elevations, sections, details, and attachments to other work.
- 2. Include accessories, hardware, gate operation, and operational clearances.

- C. Samples for Initial Selection: For each type of factory-applied finish.

- D. Samples for Verification: For each type of component with factory-applied finish, prepared on Samples of size indicated below:

1. Polymer-Coated Components: In 6-inch (150-mm) lengths for components and on full-sized units for accessories.

E. Delegated-Design Submittal: For structural performance of chain-link fence and gate frameworks, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.5 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of chain-link fence and gate.

B. Product Test Reports: For framework strength according to ASTM F 1043, for tests performed by a qualified testing agency.

C. Sample Warranty: For special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data.

#### 1.7 QUALITY ASSURANCE

A. Mockups: Build mockups to set quality standards for fabrication and installation.

1. Build mockup for typical chain-link fence including accessories.

a. Size: 10-foot (3 m) length of fence.

#### 1.8 FIELD CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

#### 1.9 WARRANTY

A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure to comply with performance requirements.

b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

c. Faulty operation of gate operators and controls.

2. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design chain-link fence and gate frameworks.
- B. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to and ASCE/SEI 7 Florida Building Code (FBC).
  - 1. Design Wind Load: Per FBC.
    - a. Minimum Post Size: Determine according to ASTM F 1043 for post spacing not to exceed 8 feet (2.4 m) for Material Group IA, ASTM F 1043, Schedule 40 steel pipe.
- C. Lightning Protection System: Maximum resistance-to-ground value of 25 ohms at each grounding location along fence under normal dry conditions.

## 2.2 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
  - 1. Fabric Height: As indicated on Drawings.
  - 2. Steel Wire for Fabric: Wire diameter of 0.192 inch (4.88 mm).
    - a. Mesh Size: 1 inch (25 mm).
    - b. Polymer-Coated Fabric: ASTM F 668, Class 1 over zinc-coated steel wire.
      - 1) Color: Black, according to ASTM F 934.
    - c. Coat selvage ends of metallic-coated fabric before the weaving process with manufacturer's standard clear protective coating.
  - 3. Selvage: Knuckled at both selvages.

## 2.3 FENCE FRAMEWORK

- A. Posts and Rails: ASTM F 1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:
  - 1. Fence Height: As indicated on Drawings.
  - 2. Heavy-Industrial-Strength Material: Group IA, round steel pipe, Schedule 40.
    - a. Line Post: 6.625 inches (168 mm) in diameter.
    - b. End, Corner, and Pull Posts: 6.625 inches (168 mm) in diameter.

3. Horizontal Framework Members: top and bottom rails according to ASTM F 1043.
  - a. Top Rail: 1.66 inches (42 mm) in diameter.
4. Brace Rails: ASTM F 1043.
5. Metallic Coating for Steel Framework:
  - a. Type A: Not less than minimum 2.0-oz./sq. ft. (0.61-kg/sq. m) average zinc coating according to ASTM A 123/A 123M or 4.0-oz./sq. ft. (1.22-kg/sq. m) zinc coating according to ASTM A 653/A 653M.
6. Polymer coating over metallic coating.
  - a. Color: Match chain-link fabric, according to ASTM F 934.

## 2.4 SWING GATES

- A. General: 4” for gate posts and single swing gate types
  1. Gate Leaf Width: As indicated.
  2. Framework Member Sizes and Strength: Based on gate fabric height of more than 72 inches (1830 mm).
- B. Pipe and Tubing:
  1. Zinc-Coated Steel: ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framework.
  2. Gate Posts: Round tubular steel.
  3. Gate Frames and Bracing: Round tubular steel.
- C. Frame Corner Construction: Welded.
- D. Hardware:
  1. Hinges: 180-degree outward swing.
  2. Latch: Permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.
  3. Lock: Manufacturer's standard internal device.
  4. Padlock and Chain.
  5. Closer: Manufacturer's standard.

## 2.5 HORIZONTAL VEHICULAR-SLIDE GATES

- A. General: 12” for gate posts and single sliding gate types.
  1. Classification: Type I Overhead Slide.
    - a. Gate Leaf Width: As indicated.
    - b. Framework Member Sizes and Strength: Based on gate fabric height [of 72 inches (1830 mm) or less] [of more than 72 inches (1830 mm)] [as indicated] <Insert dimension>.

- B. Pipe and Tubing:
  - 1. Zinc-Coated Steel: Protective coating and finish to match fence framework.
  - 2. Gate Posts: ASTM F 1184. Provide round tubular steel posts.
  - 3. Gate Frames and Bracing: Round tubular steel.
- C. Frame Corner Construction: Welded.
- D. Hardware:
  - 1. Hangers, Roller Assemblies, and Stops: Fabricated from galvanized steel.
  - 2. Latch: Permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.
  - 3. Lock: Manufacturer's standard internal device.
  - 4. Padlock and Chain.
- E. Gate Track
  - 1. Concrete reinforced track as indicated on drawings.

## 2.6 FITTINGS

- A. Provide fittings according to ASTM F 626.

## 2.7 GROUNDING MATERIALS

- A. Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Connectors and Grounding Rods: Listed and labeled for complying with UL 467.
  - 1. Connectors for Below-Grade Use: Exothermic welded type.
  - 2. Grounding Rods: Copper-clad steel, 5/8 by 96 inches (16 by 2440 mm).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a certified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.
  - 1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

### 3.3 CHAIN-LINK FENCE INSTALLATION

- A. Install chain-link fencing according to ASTM F 567 and more stringent requirements specified.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
  - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
  - 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
    - a. Concealed Concrete: Place top of concrete 12 inches (305 mm) below grade to allow covering with surface material.
- D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more. For runs exceeding 500 feet (152 m), space pull posts an equal distance between corner or end posts.
- E. Line Posts: Space line posts uniformly at 8 feet (2.4 m) o.c.
- F. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.
  - 1. Locate horizontal braces at midheight of fabric 72 inches (1830 mm) or higher, on fences with top rail, and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- H. Intermediate and Bottom Rails: Secure to posts with fittings.
- I. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1-inch (25-mm) bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts, with tension bands spaced not more than 15 inches (380 mm) o.c.
- K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach

other end to chain-link fabric according to ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches (300 mm) o.c. and to braces at 24 inches (610 mm) o.c.

- L. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

### 3.4 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation.

### 3.5 GROUNDING AND BONDING

- A. Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

- B. Fence and Gate Grounding:

1. Ground for fence and fence posts shall be a separate system from ground for gate and gate posts.
2. Install ground rods and connections at maximum intervals of 1500 feet (450 m).
3. Fences within 100 Feet (30 m) of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet (225 m).
4. Ground fence on each side of gates and other fence openings.
  - a. Bond metal gates to gate posts.
  - b. Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches (457 mm) below finished grade.

- C. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a ground rod located a maximum distance of 150 feet (45 m) on each side of crossing.

- D. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches (152 mm) below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at grounding location.

- E. Connections:

1. Make connections with clean, bare metal at points of contact.
2. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
3. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
4. Make above-grade ground connections with mechanical fasteners.
5. Make below-grade ground connections with exothermic welds.

6. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

### 3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests.
- B. Grounding Tests: Comply with requirements in Section 264113 "Lightning Protection for Structures."
- C. Prepare test reports.

### 3.7 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

END OF SECTION 323113

ITB BID No.: 17-009

TRUMAN WATERFRONT PARK AMPHITHEATER

**ADDENDUM # 2**

December 8<sup>th</sup> 2016



The following are RFI's from the bidding contractors for the Truman Waterfront Park Amphitheater Project. RFI's are in *Italics* and each corresponding response is directly below in **Blue**.

**CLARIFICATIONS OF ADDENDUM # 1 RFI'S**

- 1. Sheet C-01: There are existing underground Communication lines in the Navy Telecom easement which are noted as a possible conflict with new foundations. Are we to include any costs for this issue? Will the design team provide the measures we are to take prior to bid to mitigate this possible conflict?*

**CLARIFICATION OF ADDENDUM # 1 / RFI # 1:** The top of the concrete conduit encasement containing communication lines within the Navy easement were previously encountered nearby at approximately 24 inches deep. The contractor shall soft dig to locate the conduit, protect the conduit during construction and, if necessary, construct the foundation around and over the communication lines without interrupting service. Work shall be performed at no additional cost to the City.

- 11. S3.03 detail K, please provide a detail of the 6x6 post. Also please confirm that these are posts indicated on Sheet E100 note 21.*

**CLARIFICATION OF ADDENDUM # 1 / RFI 11:** Detail K/S3.03 is not related to the note 21 on sheet E100, rather this detail is for the post at the Front of House control area only depicted on sheet E101. Note 21 on E100 refers to the receptacles that will be integrated into the light poles.

## ADDENDUM # 2 RFI'S

1. *A102; S3.03 Detail H & J: The drawings make reference to the use of the Alucobond paneling system, and detail J is somewhat incomplete. There is reference that the Alucobond panels will be mounted to a light gauge steel frame. What is the distance from the beam to the back of the Alucobond paneling system? Is there sufficient space to run conduit / branch circuitry for the lighting. Is it permissible to cut openings in the panels to accommodate the recess down lighting without voiding warranties or weakening the system?*

*Sender's Recommendations:*

*Provide dimension/detail for the distance between the beam and panel; investigate possible voiding warranties or weakening of panel due to cutting openings for down lighting.*

**RESPONSE: Refer to updated detail 12/A103 AND detail 13/A103.**

2. *Section 034100 Precast Structural Concrete; other than the prefabricated bathroom building we are aware of no other structural precast. Please advise if there are other structural precast items in the project, and also if the prefabricated bathroom structure is to comply with this section of the specifications In addition to section 224900.*

**RESPONSE: The precast concrete spec section is only applicable to the pre-engineered / pre-manufactured bathroom, if the specified vendor chooses to utilize.**

3. *Please provide a detail on the proposed SS lift station noted on C-04*

**RESPONSE: Refer to detail 6 on sheet C-08.**

4. *Sheet S-1.03 indicates the three W24 beams are to run continuously over the steel columns from one end of the building to the other. Note 27 J on sheet S-3.01 says splicing of structural steel in the field or in the shop is prohibited. Detail 8/A103 shows the Alucobond panel system to be installed up against the bottom of the steel beams. Please indicate how we are to resolve the following conflicts:*

*How are we to install electric conduits past the beams to power the ceiling lights?*

*How are we to get the roof drains to run down the inside of the steel columns?*

*The W24 beam steel is not available in the lengths indicated. How can we provide them without splicing?*

**RESPONSE:** Field splice of beams is acceptable. Steel manufacturer needs to provide the design of the splice. Horizontal penetrations in the web of the beams for conduits and drainage pipes is acceptable, location shall be coordinated with the structural engineer. Flanges of the beams cannot be cut or penetrated for the roof drain at the columns. Drainage pipes must penetrate the column horizontally below the beam. Note that Addendum #2, 4 / A101 for new roof drains locations, and detail 8/A103. Roof drains will be offset from columns.

5. *On drawing E101, the 6" conduit system is stated to be Rigid Galvanized Steel on Drawing E100 note 11 indicated the 6" conduit system is to be PVC which is correct.*

*Sender's Recommendations:*

*Clarify which conduit type to utilize*

**RESPONSE:** PVC conduits are to be used.

6. *On drawing E-100 Coded Note #18 shows (2) 6" PVC conduits from 36" x 36" x36 " Quazite box. On drawing E-101 on right side of drawing in middle of Amphitheater the verbiage shows that there are to be (2) 6" RGS ( Rigid Galvanized Steel) conduits. Please advise.*

**RESPONSE:** Same comment as #37. PVC conduit is to be used.

7. *The plans appear to call out for a structural light weight concrete on a metal deck with a TPO roofing system. However, the spec's on the lightweight insulating concrete are for the kind that a roofer would install along with his insulation. These are two different types of concrete, structural lightweight could be produced locally and a lightweight insulating mix would need to come down from the mainland. We need further clarification of the type of light weight concrete required on the roof system.*

**RESPONSE:** There is no structural light weight concrete in this project, but lightweight insulating concrete with a density between 30 and 40 PCF and a compressive strength of 500 PSI is called for. This material is only to create the slopes on the roof and the insulation value is irrelevant for this project. The roof structure was not designed to support regular concrete or structural lightweight concrete.

8. *The fixture schedule for the ZA, ZB, and ZC fixtures are missing. Please resolve.*  
**RESPONSE: The Z stands for zones A, B & C. Fixture types are in the hexagon.**
9. *Does this project require Davis Bacon wages?*  
**RESPONSE: No, Davis Bacon wages are not required.**
10. *Bid Form, Page 31, Item Number 11 states: "Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms..." If we are required to submit Part 2, Contract Forms Conditions of the Contract...What is the contractor required to complete and execute in Part 2, Contract Forms?*  
**RESPONSE: Complete and submit only Part 1 – Bidding Requirements.**
11. *See Number 42 above: Can these sections be deleted from the Bid submittal documents (Part 2, Contract Forms and Part 3, Conditions of the Contract)?*  
**RESPONSE: Complete and submit only Part 1 – Bidding Requirements.**
12. *Builder's Risk: Is Flood Insurance required? If Flood Insurance is even attainable, it is going to be astronomical in cost.*  
**RESPONSE: See updated add alternate in bid form, see page 19 of front end document.**
13. *Is a Flood Elevation Certificate available?*  
**RESPONSE: No, flood certificates are issued for completed projects.**
14. *Builder's Risk: Is Wind Insurance required?*  
**RESPONSE: See updated add alternate in bid form, see page 19 of front end document.**
15. *On page 18, Proposal, LIQUIDATED DAMAGES states ..."Sundays and legal holidays **shall be excluded** in determining days in default". Yet on page 33, Part 2, Contract Forms states..." Sundays and legal holidays **shall be included** in determining days in default." Which statement is correct, holidays excluded or holidays included?*  
**RESPONSE: Sundays and legal holidays shall be included in determining days in default; page 17 is edited and revised with addendum # 2.**
16. *Is USL&H required?*  
**RESPONSE: No, not required.**

17. *Specification Section 22 49 00 - Prefabricated Modular Bathroom, Paragraph 3.0 E. states "Manufacturer must be pre-approved prior to bidding." Please provide direction on the process necessary for pre-approval of other equal vendors?*

**RESPONSE:** This paragraph has been removed. See updated Specification Section 22 49 00 included in Addendum 2. Bidders are encouraged to seek any pre-manufactured / pre-engineered bathroom companies that can meet the design as per sheet A100A. There are (2) two companies the design team has engaged with on this project with, CXT and Public Restroom Company. Bidders are encouraged to seek either those or any others of equal quality. As discussed in the mandatory pre-bid meeting, there is one bridge from Miami to Key West on US-1 that has a 79,000 lbs gross weight limit (truck, trailer and cargo). It is encouraged that the awarded pre-manufactured / pre-engineered bathroom company coordinate closely with the awarded GC ways to be able to deliver their pre-manufactured / pre-engineered bathroom to the site by truck freight within the weight limits versus barge delivery for cost reasons. For reference, attached are (2) two alternate layouts; (1) one by CXT and (1) one by Public Restroom Company. Both meet the design needs, are under the weight limit for the one bridge on US-1 and are acceptable to both the client and design team.

18. *Regarding Specification Section 32 31 19 – Decorative Metal Fences and Gates – The specifications appear to be generic and have conflicting information from the details on the Drawings which are very specific. Do the Specifications supersede the Drawings? Please clarify*

**RESPONSE:** The details have been modified to be consistent with the specifications. Drawing details take precedence over specifications for Section 323119

19. *Specification 26 0010 – Basic Electrical General Requirements – Paragraph 3.06 A. 1 states that "All conduits passing through concrete slabs shall be provided with sleeve." and A. 2 states "all conduits passing through interior concrete or masonry walls and partitions shall be provided with sleeves." Can conduit 2" and smaller be installed through slabs and walls without sleeves?*

**RESPONSE:** Conduits 2" and smaller may be placed in concrete without sleeves.

20. *Specification 26 0533 – Raceways and Boxes – Paragraph 3.01 A. 1 specifies "Exposed Conduit: GRC."*

a. *Can SCH80 PVC be used in lieu of GRC for placements under 8' AFF/AFG?*

b. *Can SCH40 PVC be used in lieu of GRC for placements over 8' AFF/AFG?*

**RESPONSE:** Yes, There shall be minimum exposed conduits in the stage areas. Stage receptacles and switches are to be embedded in the wall along with the conduits.

**Otherwise exposed conduits not in stage public viewing spaces can be PVC as described above.**

21. *Specification 26 0543 – Underground Duct and Raceways – Paragraph 3.04 K. 8 states “Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment...”. RGS will deteriorate rapidly in this environment. Is it acceptable to use PVC 90’ stub-ups in lieu of RGS 90 stub-ups?*

**RESPONSE: Yes it will be acceptable where protected from damage.**

22. *Specification 26 2416 – Panelboards – Paragraph 2.03 A specifies “Siemens” and B specifies “Square D”. Can equal products by GE or Cutler Hammer also be used?*

**RESPONSE: Revised specification is issued as part of addendum # 2.**

23. *The addendum is asking for an alternate for chain link fence in lieu of the decorative fence. There is not a spec for the chain link, please provide.*

**RESPONSE: Specifications for chain link fencing are included in Addendum # 2.**

24. *In the soil report provided we do not find the boring logs or the location map showing the borings. Please provide.*

**RESPONSE: The Geotechnical Exploration Report does have boring logs and the location map, which is Figure 1. Refer to Geotechnical Exploration Report.**

25. *With regard to the soils report from Nutting Engineers, under ANALYSIS AND RECOMMENDATIONS the report states that we are to remove material at approximately 3 to 6 ft. beneath the structure. As no sketch has been provided indicating the area and depth of removal, are we to assume that the entire region beneath the structure and related footings is to be considered unfit soil and is to be removed between the elevations of -3 to -6 beneath existing grade?*

**RESPONSE: Yes, the contractor shall follow the Geotechnical Exploration Report prepared by Nutting Engineering when excavating under the structure footprint or under footer and foundation elements. The complete report is included in Addendum # 2.**

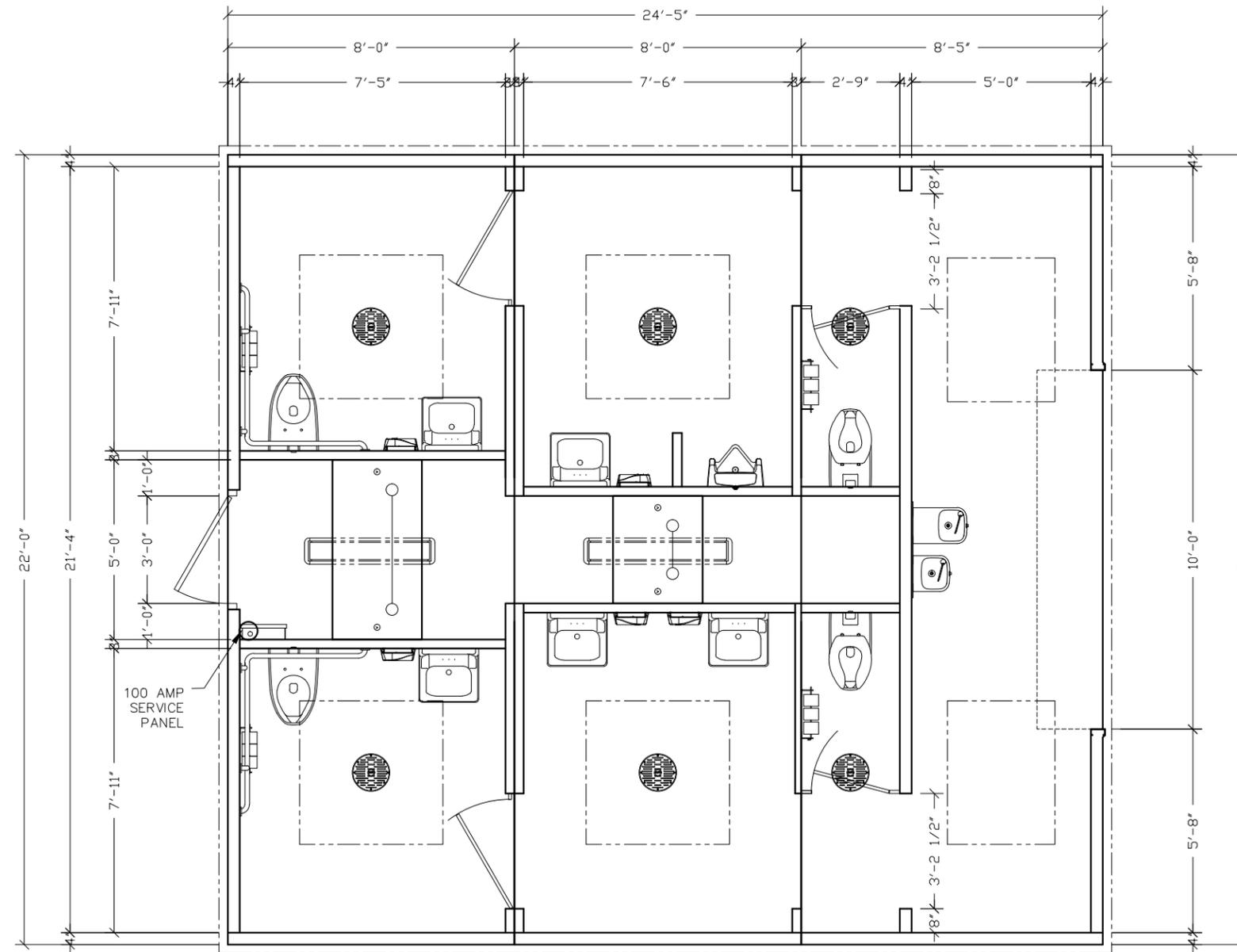
26. *Reference sheet C-3: a building slab elevation is not provided for the restroom building. S-2.01 states top of slab at elev. 0.0 which would equate to elevation 7.5, please confirm. Please also clarify that the elevation provided on S-2.01 refers to the top of the 6” sub-slab and not the floor elevation of the precast restroom structure.*

**RESPONSE:** The intent is to have the top of slab elevation for the pre-engineered / pre-manufactured bathroom building is + 7.5 be flush with the adjacent sidewalk for ADA compliance. The foundation structural slab as per S-2.01 that the pre-engineered / pre-manufactured bathroom building is attached too is below the sidewalk so that the sidewalk and bathroom slabs are flush. See detail 7/ A-100A to illustrate this. The contractor shall coordinate with the bathroom manufacturer the slab thickness to establish the foundation slab elevation to achieve this.

27. *What is the construction budget for the Truman Waterfront Park Amphitheater? The bonding company is requesting.*

**RESPONSE: 3.5 Million.**

**END OF ADDENDUM # 2 RFI'S**



3808 N. Sullivan Bldg. #7 Spokane, WA 99216



**CXT**  
Precast Products

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE  
**MENDOCINO**  
PROPOSAL NUMBER 16-436P

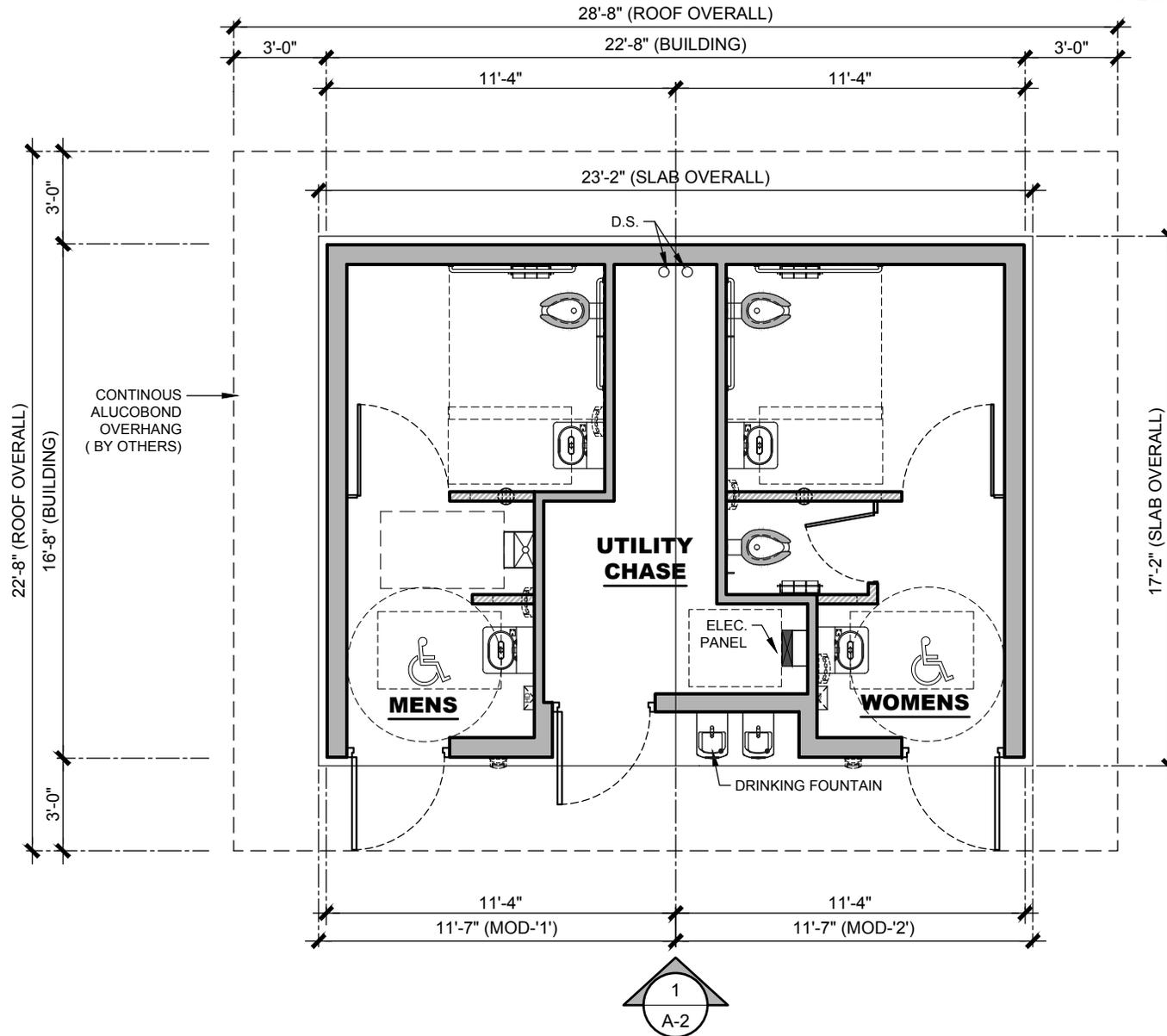
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CXT Incorporated


REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	12-01-16
DRAWN	ROB D WALKER	FILE NO.	16-436P
CHECKED	RDW	PLOT	48

**FLOOR PLAN**

DWG NO.	SHEET	REV.
MN-03	3	



**FLOOR PLAN**  
 SCALE: 3/16"=1'0"



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BUILDING TYPE:

**RESTROOM BUILDING**

PROJECT:

**TRUMAN WATERFRONT PARK  
 KEY WEST, FLORIDA**

REVISION #

-

REVISION DATE:

-

DRAWN BY:

-

PROJECT #:  
**10085**

START DATE: **12/6/2016**

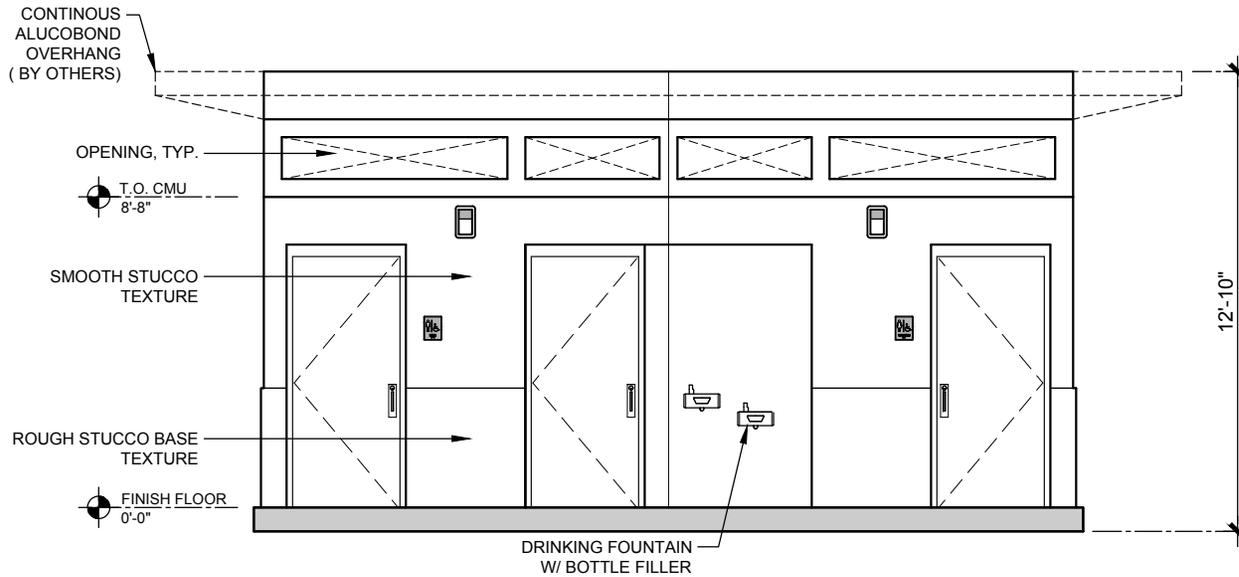
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SHEET#

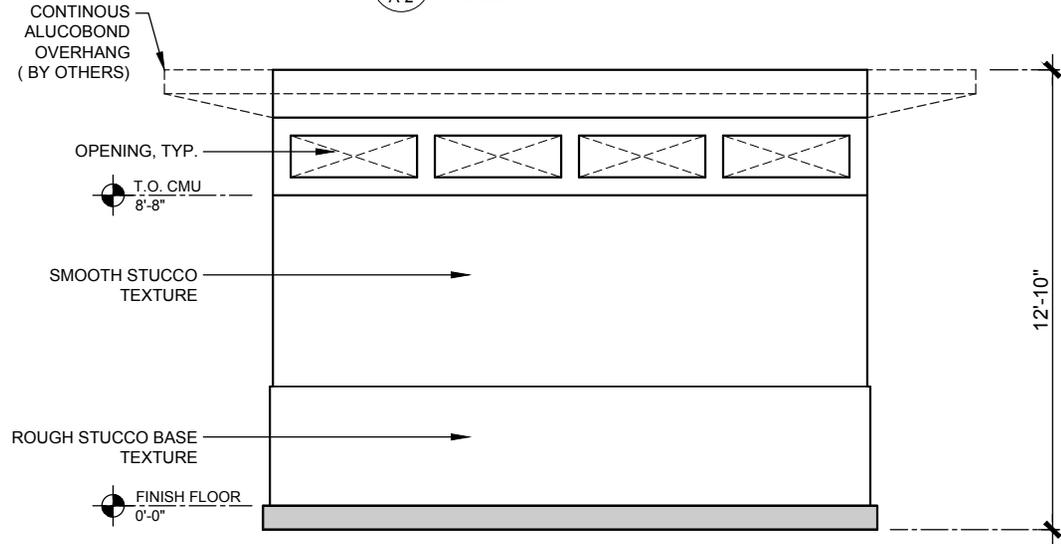
**A-1**

MAX. PERSON / HOUR:

**180 M**



1  
A-2 **ELEVATION 1**  
SCALE: 3/16"=1'-0"



2  
A-2 **ELEVATION 2**  
SCALE: 3/16"=1'-0"



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BUILDING TYPE:	<b>RESTROOM BUILDING</b>
PROJECT:	<b>TRUMAN WATERFRONT PARK KEY WEST, FLORIDA</b>

REVISION #	-
REVISION DATE:	-
DRAWN BY:	-
PROJECT #:	<b>10085</b>
START DATE:	<b>12/6/2016</b>
DRAWN BY:	EOR

SHEET#	<b>A-2</b>
MAX. PERSON / HOUR:	<b>180 M</b>

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**PART 5**

**REPORT OF GEOTECHNICAL EXPLORATION**

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**REPORT OF  
GEOTECHNICAL EXPLORATION**

**TRUMAN WATERFRONT PARK  
WEST OF FORT STREET,  
NORTH OF KEY WEST NAVAL BASE  
KEY WEST, FLORIDA**

**FOR**

**BERMELLO AJAMIL AND PARTNERS, INC.  
2601 SOUTH BAYSHORE DRIVE, SUITE 1000  
MIAMI, FLORIDA 33133**

**PREPARED BY**

**NUTTING ENGINEERS OF FLORIDA, INC.  
1310 NEPTUNE DRIVE  
BOYNTON BEACH, FLORIDA 33426**

**ORDER NO: 334.2**

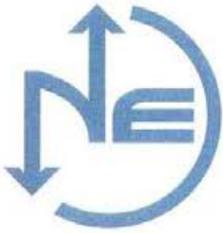
**JUNE, 2014**



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1310 Neptune Drive  
Boynton Beach, Florida 33426  
561-736-4900  
Toll Free: 877-NUTTING (688-8464)  
Fax: 561-737-9975  
Broward 954-941-8700  
St. Lucie 772-408-1050  
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[www.nuttingengineers.com](http://www.nuttingengineers.com)

Geotechnical and Construction Materials | Engineering, Testing and Inspections | Environmental Services

June 6, 2014

Bermello Ajamil & Partners, Inc.  
2601 South Bayshore Drive, Suite 1000  
Miami, Florida 33133  
Attn: Mr. Randy Hollingworth  
305-859-2050      Email: RHollingworth@bermelloajamil.com

*Miami Dade County Tier 2 CBE  
Palm Beach County SBE  
SFWMD SBE  
Small Business Administration SBE  
for Federal Projects*

Re: Report of Geotechnical Exploration  
Truman Waterfront Park  
West of Fort Street, North of Key West Naval Base  
Key West, Florida

Dear Mr. Hollingworth:

Nutting Engineers of Florida, Inc. has performed a geotechnical exploration for the Truman Waterfront Park Project in Key West, Florida. This exploration was performed to obtain information regarding subsurface soil conditions which was used to develop opinions regarding earthwork procedures and foundations for support of the proposed construction. This report presents our findings and recommendations based upon the information examined at the time of this evaluation.

## PROJECT INFORMATION

Plans for this project include constructing a pedestrian access bridge across Admirals Cut adjacent to the Westin Marina, a 2,525 square foot police horse stables building, a 3,000 square foot amphitheater with 250 fixed seats and a 24,304 square foot community building as part of the Truman Waterfront Park development. In addition, asphalt paved parking and drive areas will be constructed along with on-site storm water drainage facilities. At this time, structural loading conditions for the structures including the pedestrian bridge were not available and this should be provided to us once the design becomes more finalized.

Final elevations have not been provided, however, in general, it appears that final grades will be within approximately one to two feet of existing grades.

Currently, the area of the proposed buildings/amphitheater is relatively level, vacant land covered by sparse grass and trees with light tan sand and limestone fragments at the surface. There are also some asphalt paved areas within the project site.

### OFFICES

Palm Beach  
Miami-Dade  
St. Lucie

NE should be notified in writing by the client of any changes in the proposed construction along with a request to amend our foundation analysis and/or recommendations within this report as appropriate.

## **GENERAL SUBSURFACE CONDITIONS**

### **Soil Survey Maps**

As part of the geotechnical exploration, we have reviewed available Soil Conservation Service (SCS) survey maps for Monroe County. These SCS maps provide qualitative information about potential general shallow soil conditions in the project vicinity. This information was derived from approximately 6 ft. deep manual auger borings, aerial photo and surface feature interpretation at some point in the past (mid 1980's to early 1970's). The SCS data may or may not reflect actual current site conditions. As indicated in the Monroe County Soil Survey Map the series under exploration is Urban land. The Urban land consists of unconsolidated or heterogeneous overburden material generally consisting of crushed coralline limestone and coarse sand used for land leveling as fill. Beneath the fill layer natural silt deposits may exist or the natural limestone formation. We note that the maximum depth of the survey is approximately six feet.

### **Subsurface Exploration**

NUTTING ENGINEERS OF FLORIDA, INC. performed a total of nine Standard Penetration Test (SPT) borings (ASTM D-1586) to depths of fifteen to sixty feet below land surface. Eight borings were performed for the proposed buildings/amphitheater, and one boring was performed for the proposed pedestrian bridge. We note that two borings were proposed for the pedestrian bridge, however, due to accessibility limitations, only one boring could be performed at this time. In addition, two double ring infiltration tests and one exfiltration test was performed for site drainage information. In addition, two cores were taken of the concrete walkway adjacent to the existing seawall for thickness determination.

The location of the test borings, concrete cores and infiltration/exfiltration tests are indicated on the Boring Location Plan (Figure 1) presented in the Appendix of this report. The boring locations were identified in the field using approximate methods; namely, a measuring wheel and available surface controls. As such the soil boring locations should be considered to be approximate.

### **Concrete Walkway Core Results**

As part of the geotechnical exploration, two concrete cores were taken in the walkway adjacent to the existing seawall to provide thickness measurements. The results of the cores revealed a

concrete thickness of 8 inches and 10 inches for Cores No. 1 and 2, respectively. The total length of the walkway is approximately 1500 feet long and the northern 300 feet of the walkway changes from concrete to asphalt. We note that the boring performed on the north end of the property revealed approximately two inches of asphalt.

### **Test Boring Results**

In general, the borings within the buildings/amphitheater revealed approximately three to four feet of medium dense to dense tan silty sand and limestone fragments (fill material) underlain by a soft to very soft light tan silt/marl to a depth of about six feet. Alternating layers of tan to brown sand and medium to hard porous tan limestone with sand lenses was then encountered to a depth of twenty-five feet. At the pedestrian bridge area, the silt layer was encountered from approximately fifteen to twenty-five feet, underlain by tan cemented sand and coralline limestone to sixty feet, the maximum depth explored. Please see the enclosed soil classification sheet in the Appendix of this report for additional important information regarding these descriptions, the field evaluation and other related information.

It is possible that the sandstone/limestone formation encountered may extend to greater depths and be present in areas other than recorded in the test boring. Generally, rock in the Monroe County area may include limestone or sandstone which have irregularities and discontinuities including vertical and horizontal solution features, varying surface and bottom elevations, and varying degrees of hardness. The rock features may also contain intervening sand and other material filled lenses.

### **Laboratory Testing and Analysis**

Representative soil samples were collected during the fieldwork and returned to the laboratory for testing. Specifically, natural water content tests and minus 200 sieve tests were performed on the soft to very soft silt/marl material encountered in borings B-2 to B-5 and B-8 from approximately three to six feet. The natural water content was determined to range from 38 to 57 percent. The minus 200 sieve tests revealed 82 to 96 percent of the soils passed the No. 200 sieve. This indicates that the soils are moderately compressible. A table of the results is presented below.

Boring No. and Depth	Moisture Content	Material Passing the No. 200 Sieve
B-2, 4-6	38.2	82.6
B-3, 4-6	61.5	90.4
B-4, 4-6	57.1	91.6
B-5, 2-4	54.4	85.4
B-8, 4-6	56.0	96.3

### **Infiltration Test Results**

As part of the study for this project, two double ring infiltration tests were performed in general accordance with ASTM D3385 specifications. The results of the testing indicated an infiltration rate ranging from 4.08 to 7.35 inches per hour. Please refer to the individual test Reports presented in the Appendix for specific information.

### **Exfiltration Test Results**

One 'Usual Open-Hole' exfiltration test was performed in general accordance with South Florida Water Management District (SFWMD) specifications to a depth of fifteen feet below the existing ground surface. The test was performed in order to determine the hydraulic conductivity of the in situ subsurface soils to evaluate drainage requirements for the project. The hydraulic conductivity value at the location tested was determined be approximately  $5.15 \times 10^{-4}$  cubic feet per second, per square foot, per foot of head. Detailed soil descriptions and flow rates are presented in the Appendix.

### **Groundwater Information**

The immediate groundwater level was measured at the boring locations at the time of drilling. The groundwater level was encountered at depths of approximately six to nine feet below the existing ground surface.

The immediate depth to groundwater measurements presented in this report will not provide a reliable indication of stabilized or more long term depth to groundwater at this site. Water table elevations can vary dramatically with time through rainfall, droughts, storm events, flood control activities, tidal activity, pumping and many other factors. For these reasons, this immediate depth to water data should not be relied upon alone for project design considerations.

Further information regarding stabilized groundwater elevations at the site could be developed upon specific request. Additional evaluation might include installation and monitoring of piezometers, documenting tidal activity, flood control canals and other surface water bodies.

## **ANALYSIS AND RECOMMENDATIONS**

The borings performed within the proposed buildings and amphitheater generally revealed a surficial sand and limestone fill material in the upper three to four feet underlain by a silt/marl stratum to depths of approximately six feet. Below the silt stratum the natural limestone formation was encountered. Due to the compressible silt/marl encountered at depths of approximately three to six feet, construction of the proposed structures over the existing soil profile would result in excessive settlements. Therefore, in order to support the structures using a shallow foundation system with a design bearing pressure of 2,500 pounds per square foot, we

recommend that the silt be excavated and removed from the building areas and replaced with well compacted structural fill. The boring performed in the area of the pedestrian bridge encountered compressible silt at depths ranging from approximately fifteen to twenty-five feet, therefore, we recommend that the pedestrian bridge be supported on a pile foundation system.

In accordance with Monroe County Ordinances, specifically section 122 – Floodplain Management, if the buildings are located within an area covered by this Ordinance, deep foundation systems will be required. We have included the specific section of the Code for reference:

In accordance with Monroe County Ordinance Section 122-3 C: All building foundations shall rest directly on natural rock, on concrete piling driven to rock or on friction piling (concrete or wood) and shall be anchored to such rock support by holes, 16 inches in minimum diameter, augured into such rock a minimum depth of three feet and reinforced by a minimum of four #5 vertical rods extending up into the piers above a minimum of 18 inches and tied to the vertical steel of the pier. Wooden pilings shall be locked into 16-inch auger foundations by at least a #5 rebar extending through the piling and three to five inches beyond.

We were not provided information concerning whether this Ordinance applies to the proposed buildings. Therefore, we should be informed to provide additional input if this portion of the Code applies.

#### **Site Preparation – Shallow Foundations**

The surficial organic soils, debris from the clearing operations, asphalt, and any unsuitable soils as determined by the Geotechnical Engineer will need to be completely removed within the construction area and to a lateral distance of at least 5 feet beyond the footprint limits, where practical. A Nutting Engineer's representative should be present to observe that the stripping operations are performed as we have discussed herein.

We note that demucking operations are contractor and site conditions dependent and that the total amount of material removed may depend on the operator's ability to effectively remove the soils without over-excavation. It will be very important that Nutting Engineers monitor these operations in order to ensure that the operator does not over excavate and possibly remove more material which does not require removal. This will save on costs and avoid the potential for confusion.

Once the construction area has been cleared, and upon approval by the geotechnical engineer, the organic soils shall then be excavated and removed from the site. Based on the soil borings, we anticipate the silt/marl soils will be encountered at depths beginning at approximately three to four feet and ending at a depth of approximately six feet although variation should be expected.

The soils above this stratum can be stockpiled and used as backfill. A representative of Nutting Engineers must observe the operation on a full time basis to ensure that the engineering intent has been accomplished.

The level of the water table at the time of the test boring was about six feet below the existing ground surface. Therefore we anticipate that the excavation may fall just at or above/below the water table. We note that the water table may fluctuate due to tidal fluctuations, rainfall and other site factors. Based on the depth of the silt soils it is anticipated that dewatering operations will not be performed and the recommendations provided below reflect that condition. If dewatering is needed, our office should be notified in order to evaluate our recommendations and determine if alternative recommendations should be provided.

If dewatering is not performed, once the organic soils have been removed, fill placed below the natural groundwater level shall consist of clean sand and limestone having a Limerock Bearing Ratio (LBR) of at least 60. The fill material shall have no more than 10 percent passing the No. 200 sieve, with a maximum particle size of 3 inches. The fill may be placed in a loose state until reaching no more than two feet above the natural groundwater level.

Once the site is two feet above the water table the soils should be compacted with at least ten passes of a small self propelled vibratory roller with a minimum dynamic force of 10 tons. Also, the surface should be compacted until a density equivalent to at least 98 percent of the modified Proctor maximum dry density (ASTM D-1557) is achieved to a depth of at least 12 inches below the compacted surface.

Fill then placed above the proof rolled surface, and is at least two feet above the water table, may then consist of clean granular soils, free of debris and organics, and shall have no more than 10 percent passing the No. 200 sieve, with a maximum particle size of 3 inches. The fill should be placed in lifts not exceeding 12 inches in loose thickness when using the vibratory compaction equipment described previously. Each lift should be thoroughly compacted until densities equivalent to at least 98 percent of the modified Proctor maximum dry density are uniformly obtained.

The fill should have ASTM designation (D-2487) of GP, GW, SP, or SW, with a maximum particle size of no more than 3 inches or as otherwise approved by Nutting Engineers.

Following site and building pad construction as discussed above, the foundation area should be excavated and the footings formed.

The bottom of foundation excavations should be compacted after excavation to develop a minimum density requirement of 95 percent of the maximum modified Proctor dry density, for a minimum depth of two (2) feet below the bottom of the footing depth, as determined by field density compaction tests. The floor slab area should also be compacted in the same manner.

## **Pedestrian Bridge**

The pedestrian bridge is currently in the conceptual design phase at this time, therefore, structural loading conditions including compression, tension and lateral forces are not available. Due to the compressible silt encountered at depths of about fifteen to twenty-five feet, it is our recommendation that a pile foundation system be used to support the bridge. We anticipate that a compressive capacity of approximately 35 tons would be needed to provide an efficient foundation system. Once the design is more finalized, we should be informed to provide additional analyses and recommendations if needed.

The results of our pile capacity analysis indicate that a 14-inch diameter augercast pile installed to depths of approximately thirty-five feet below the existing ground surface should provide an allowable compressive capacity of 35 tons. The actual depths should be expected to vary depending on the drilling conditions encountered during installation of these piles. Due to the soil conditions encountered at this site (silt stratum and porous limestone), we anticipate large grout takes in order to construct the cast-in-place piles. If compressive capacities other than 35 tons are needed, we should be notified so that we may provide the capacity analysis based on the revised loading information.

The Florida Building Code (FBC) requires that any piles designed for greater than 40 tons should be load tested in order to verify the pile capacity. Therefore, a pile load test will not be required for this project as described in the FBC.

Based on initial drilling conditions during pile installation, final criteria for the remainder of the production piles will be provided. The installation of all piles should be under the full time observation of a representative of the Geotechnical Engineer. We recommend that at a minimum, one full length #6 reinforcing steel bar utilizing centralizers be installed in each pile in order to verify that a pile of continuous cross section is constructed. Additional reinforcing may be required depending on the structural engineers requirements.

It has been noted that due to the hard to very hard coralline limestone formation that exists abundantly within the Florida Keys piling contractors have been known to have extreme difficulty drilling to the recommended pile tip elevation. It is important that specialty contractors familiar with installing augercast piles in the project vicinity be utilized for the pile installation phase of this project.

## **Pile Observations**

We recommend that at least two production piles be installed in the presence of the Nutting project geotechnical engineer. Final pile installation criteria will be provided at that time. It is important that the installation of all piles be under the full time observation of a representative of Nutting Engineers to verify the piles are installed in accordance with our recommendations and good standard practice.

## Pile Reinforcement

We recommend that at a minimum, one full length #6 reinforcing steel bar utilizing centralizers be installed. Additional reinforcing may be required depending on the structural engineer's requirements.

## Earth Pressures on Walls

Estimated design geotechnical soil parameters were developed from the results of the test borings. The following table summarizes our recommendations for the soil parameters and the lateral active and passive pressure coefficients to be utilized for construction. The design shall include hydrostatic pressure acting behind the wall at the highest anticipated water level during construction, and/or design life of the structure.

SUMMARY OF DESIGN GEOTECHNICAL PARAMETERS – BUILDING AREAS

APP. DEPTH (FEET)	SOIL TYPE	SOIL UNIT WEIGHT (PCF)		ANGLE OF INTERNAL FRICTION (DEGREES)	EARTH PRESSURE COEFFICIENT	
		SATURATED	SUB-MERGED		ACTIVE (Ka)	PASSIVE (Kp)
0-4	Sand and Limestone	135	73	40	0.22	4.6
4-6	Silt/Marl	85	23	10	0.70	1.4
6-25	Porous Limestone	135	73	42	0.20	5.04

Appropriate factors of safety will be needed depending on the application.

Backfill behind walls should be approved granular fill as indicated previously and should be placed in loose lifts not exceeding 12 inches in thickness and should be compacted to minimum dry density of between 92 percent and 95 percent of the maximum modified Proctor dry density using small vibratory compaction equipment. Over compaction in these areas should be avoided. The walls should be temporarily braced during compaction to prevent overstressing of the walls.

Prior to initiating compaction operations, representative samples of the structural fill material to be used and acceptable in-place soils should be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils, and to determine if the fill material is acceptable.

## **Excavation Requirements**

Excavations of five feet or more in depth should be sloped or shored in accordance with OSHA and State of Florida requirements. Materials removed from any excavation should not be stockpiled immediately adjacent to the open excavation as this load may cause a sudden collapse of the sidewalls.

In October of 1989, as published in the Federal Registrar, Volume 54, No. 209, the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its; "Construction Standards for excavations, 29CFR part 1926, subpart P". It is mandated by this federal regulation that all excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom.

## **Pavement Areas**

The results of the soil borings indicate that the silty debris zone may exist within the new parking and roadway areas. Based on the relative loads for the parking lot, it is our opinion that it is not necessary to excavate these silt/marl soils and replace them with clean backfill. We note that some increased frequency of maintenance should be anticipated if the silt soils are left in place. The decision as to what should be done within the parking areas will depend on costs, tolerance to settlements, additional fill that may be required and other factors. Discussions should be held with us, the owners and other interested parties to determine the best alternative concerning the pavement areas.

If the existing silt material is to remain, pavement areas after site clearing should be compacted to a minimum of 98 percent of the modified Proctor maximum dry density to a depth of at least 12 inches below the subgrade level. We recommend that stabilized subgrade having a minimum Limerock Bearing Ratio (LBR) of 40 be placed to a depth of approximately one foot below the base course. The base course will range from approximately 6 to 8 inches, and should have a minimum LBR of 100. It appears that the existing soil material in the upper two feet may be used for the pavement sections, however appropriate tests of the material will be needed prior to approval. The project civil engineer should also provide input concerning the pavement areas as they will prepare the project pavement and drainage plans.

## **GENERAL INFORMATION**

The contents of this report are for the exclusive use of the client, the client's design & construction team and governmental authorities for this specific project exclusively. Information conveyed in this report shall not be used or relied upon by other parties or for other projects without the expressed written consent of NUTTING ENGINEERS OF FLORIDA, INC. This report discusses geotechnical considerations for this site based upon observed conditions and our

understanding of proposed construction for foundation support. Environmental issues including, but not limited to, soil and/or groundwater contamination are beyond our scope of service for this project.

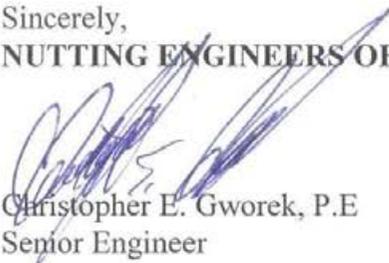
If conditions are encountered which are not consistent with the findings presented in this report, or if proposed construction is moved from the location investigated, this office shall be notified immediately so that the condition or change can be evaluated and appropriate action taken.

The vibratory compaction equipment may cause vibrations that could be felt by persons within nearby buildings and could potentially induce structural settlements. Additionally, preexisting settlements may exist within these structures that could be construed to have been caused or worsened by the proposed vibratory compaction after the fact. Pre- and post conditions surveys of these structures along with the vibration monitoring during vibratory compaction could be performed to better evaluate this concern. The contractor should exercise due care during the performance of the vibratory compaction work with due consideration of potential impacts on existing structures. If potential vibrations and impacts are not considered tolerable, then alternate foundation modification techniques should be considered.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein, have been prepared after being prepared in accordance with general accepted professional practice in the field of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.

We appreciate the opportunity to be of service on this project. If we can be of any further assistance, or if you need additional information, please contact us at your convenience.

Sincerely,  
**NUTTING ENGINEERS OF FLORIDA, INC.**

  
Christopher E. Gworek, P.E.  
Senior Engineer

  
Richard C. Wohlfarth, P.E. #50858  
Principal/Director of Engineering

Attachments: Boring, Infiltration and Exfiltration Test Location Plan  
Test Boring Reports  
Infiltration Test Results  
Exfiltration Test Results  
Soil Classification Criteria  
Limitations of Liability

Rep Bermello Ajamil Truman Waterfront Park Geo



NOT TO SCALE  
 Project No. 334.2

Bermello Ajamil & Partners, Inc.  
**Truman Waterfront Park Improvements**  
 West of Fort Street, North of Key West Naval Base  
 Key West, Florida

**GEOTECHNICAL EXPLORATION**

**FIGURE 1**





1310 Neptune Drive  
 Boynton Beach, FL, 33426  
 Telephone: 561-736-4900  
 Fax: 561-737-9975

# BORING NUMBER B-1

CLIENT Bermello Ajamil & Partners, Inc. PROJECT NUMBER 334.2  
 PROJECT NAME Truman Waterfront Park Improvements  
 PROJECT LOCATION W of Fort Street, N of Key West Naval Base, Key West, FL

DATE STARTED 5/20/14 COMPLETED 5/20/14 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY P. Tyson CHECKED BY C. Gworek AT TIME OF DRILLING 8-9 Tidal  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
0		2-inch ASPHALT BASECOURSE	AU 1						
		Tan LIMESTONE FRAGMENTS and CEMENTED SAND FRAGMENTS, trace quartz medium sand	AU 2						
5			SS 3	5-6-7-6	13				
			SS 4	8-7-6-11	13				
10		Tan CEMENTED SAND FRAGMENTS and quartz medium SILTY SAND	SS 5	9-13-12-10	25				
		Tan CEMENTED SAND FRAGMENTS and quartz medium SAND	SS 6	9-8-7-8	15				
		Tan quartz medium SILTY SAND							
15			SS 7	3-1-1	2				
		Lt. tan SILT, trace quartz fine sand							
20			SS 8	1-0-7	7				
25		Brown ROOT FIBERS	SS 9	0-0-1	1				
		Tan CEMENTED SAND, little shell							
30			SS 10	15-14-15	29				
35			SS 11	12-11-9	20				
		CORAL, trace limestone fragments							
40			SS 12	16-18-17	35				

TEST NUTTING BOREHOLE 2-334.2 BERMELO AJAMIL & PARTNERS, INC. - TRUMAN WATERFRONT PARK IMPROVEMENTS.GPJ GINT US.GDT 6/6/14

(Continued Next Page)

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.



1310 Neptune Drive  
 Boynton Beach, FL., 33426  
 Telephone: 561-736-4900  
 Fax: 561-737-9975

**BORING NUMBER B-1**

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PROJECT NUMBER 334.2

CLIENT Bermello Ajamil & Partners, Inc.

PROJECT NAME Truman Waterfront Park Improvements

PROJECT LOCATION W of Fort Street, N of Key West Naval Base, Key West, FL

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲				
						10	20	30	40	
						PL      MC      LL ┌───┬───┬───┬───┐ 20 40 60 80				
						□ FINES CONTENT (%) □				
						20	40	60	80	
40		Tan LIMESTONE, trace coral								
45		Gray LIMESTONE	SS 13	21-19-18	37				▲	
50			SS 14	38-24-23	47				▲	
55		Tan LIMESTONE, trace coral	SS 15	28-33-37	70				>>▲	
60				SS 16	53-50/2"	100+				>>▲
		Bottom of hole at 60.0 feet.								

TEST NUTTING BOREHOLE 2-334.2 BERMELO AJAMIL & PARTNERS, INC. - TRUMAN WATERFRONT PARK IMPROVEMENTS.GPJ GINT US.GDT 6/6/14



1310 Neptune Drive  
 Boynton Beach, FL, 33426  
 Telephone: 561-736-4900  
 Fax: 561-737-9975

**BORING NUMBER B-2**

PAGE 1 OF 1

CLIENT Bermello Ajamil & Partners, Inc. PROJECT NUMBER 334.2  
 PROJECT NAME Truman Waterfront Park Improvements  
 PROJECT LOCATION W of Fort Street, N of Key West Naval Base, Key West, FL

DATE STARTED 5/21/14 COMPLETED 5/21/14 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY P. Tyson CHECKED BY C. Gworek  $\nabla$  AT TIME OF DRILLING 6.5 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
0		Tan LIMESTONE FRAGMENTS and quartz medium SAND	AU 1						
		Brown quartz medium SAND	AU 2						
		Tan LIMESTONE FRAGMENTS and quartz medium SAND, trace coral							
5		Tan SILT	SS 3	6-2-2-1	4	▲			
		Tan quartz medium SILTY SAND	SS 4	2-2-3-2	5	▲			
			SS 5	3-4-3-3	7	▲			
10		Brown quartz medium SAND, trace cemented sand, little shell	SS 6	28-33-41-47	74				>>▲
			SS 7	37-31-39	70				>>▲
15		Tan CEMENTED SAND, trace quartz medium sand							
			SS 8	21-19-17	36			▲	
20									
			SS 9	33-31-30	61				>>▲
25		Bottom of hole at 25.0 feet.							

TEST NUTTING BOREHOLE 2-334.2 BERMELO AJAMIL & PARTNERS, INC. - TRUMAN WATERFRONT PARK IMPROVEMENTS.GPJ GINT US.GDT 6/6/14



1310 Neptune Drive  
 Boynton Beach, FL, 33426  
 Telephone: 561-736-4900  
 Fax: 561-737-9975

**BORING NUMBER B-3**

CLIENT Bermello Ajamil & Partners, Inc. PROJECT NUMBER 334.2  
 PROJECT NAME Truman Waterfront Park Improvements  
 PROJECT LOCATION W of Fort Street, N of Key West Naval Base, Key West, FL

DATE STARTED 5/21/14 COMPLETED 5/21/14 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY P. Tyson CHECKED BY C. Gworek  $\nabla$  AT TIME OF DRILLING 6.3 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL MC LL			
						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
0		Tan LIMESTONE FRAGMENTS and quartz medium SAND	AU 1						
		Lt. tan quartz medium SAND	AU 2						
		Tan quartz medium SILTY SAND							
5		Tan SILT	SS 3	1-1-3-8	4	▲			
	$\nabla$	Tan quartz fine SAND, trace shell	SS 4	11-21-26-19	47			▲	
		Tan quartz fine SAND, trace limestone fragments	SS 5	20-18-26-21	44			▲	
10		Tan quartz fine SAND, trace cemented sand	SS 6	20-17-19-11	36			▲	
15		Bottom of hole at 15.0 feet.	SS 7	22-28-31	59			$\nabla$ ▲	

TEST NUTTING BOREHOLE 2-334.2 BERMELO AJAMIL & PARTNERS, INC. - TRUMAN WATERFRONT PARK IMPROVEMENTS.GPJ GINT US.GDT 6/8/14



1310 Neptune Drive  
 Boynton Beach, FL, 33426  
 Telephone: 561-736-4900  
 Fax: 561-737-9975

**BORING NUMBER B-4**

PAGE 1 OF 1

CLIENT Bermello Ajamil & Partners, Inc. PROJECT NUMBER 334.2  
 PROJECT NAME Truman Waterfront Park Improvements  
 PROJECT LOCATION W of Fort Street, N of Key West Naval Base, Key West, FL

DATE STARTED 5/21/14 COMPLETED 5/21/14 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY P. Tyson CHECKED BY C. Gworek  $\nabla$  AT TIME OF DRILLING 6.4 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL      MC      LL  ----- ----- -----  20    40    60    80			
						□ FINES CONTENT (%) □			
						20    40    60    80			
0		Tan quartz medium SAND and LIMESTONE FRAGMENTS	AU 1						
		Tan quartz fine SAND, trace limestone fragments	AU 2						
5		Tan SILT	SS 3	1-0-1-4	1				
		Tan CEMENTED SAND, trace quartz fine sand	SS 4	25-10-5-9	15		▲		
			SS 5	25-31-28-27	59				>>▲
			SS 6	18-25-16-18	41				▲
		Tan CEMENTED SAND, trace quartz medium sand, little shell							▲
			SS 7	21-23-19	42				▲
15		Bottom of hole at 15.0 feet.							

TEST NUTTING BOREHOLE 2-334.2 BERMELO AJAMIL & PARTNERS, INC. - TRUMAN WATERFRONT PARK IMPROVEMENTS.GPJ GINT US.GDT 6/8/14



1310 Neptune Drive  
 Boynton Beach, FL, 33426  
 Telephone: 561-736-4900  
 Fax: 561-737-9975

**BORING NUMBER B-5**

PAGE 1 OF 1

PROJECT NUMBER 334.2  
 CLIENT Bermello Ajamil & Partners, Inc. PROJECT NAME Truman Waterfront Park Improvements  
 PROJECT LOCATION W of Fort Street, N of Key West Naval Base, Key West, FL

DATE STARTED 5/21/14 COMPLETED 5/21/14 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY P. Tyson CHECKED BY C. Gworek  $\nabla$  AT TIME OF DRILLING 6.4 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL   MC   LL 20 40 60 80 <input type="checkbox"/> FINES CONTENT (%) <input type="checkbox"/>			
0		Lt. tan quartz medium SAND, trace limestone fragments	AU 1						
		Tan SILT	AU 2						
5		Tan quartz medium SILTY SAND, trace limestone fragments	SS 3	2-1-2-2	3				
		Tan CEMENTED SAND, trace quartz medium sand	SS 4	4-5-7-9	12				
			SS 5	21-28-33-31	61				>>▲
			SS 6	27-26-26-19	52				>>▲
		Tan CEMENTED SAND, trace shell, trace quartz medium sand							
15			SS 7	23-31-37	68				>>▲
		Bottom of hole at 15.0 feet.							

TEST NUTTING BOREHOLE 2-334.2 BERMELO AJAMIL & PARTNERS, INC. - TRUMAN WATERFRONT PARK IMPROVEMENTS.GPJ GINT US.GDT 6/8/14



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 Boynton Beach, FL, 33426  
 Telephone: 561-736-4900  
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**BORING NUMBER B-6**

PAGE 1 OF 1

PROJECT NUMBER 334.2  
 CLIENT Bermello Ajamil & Partners, Inc. PROJECT NAME Truman Waterfront Park Improvements  
 PROJECT LOCATION W of Fort Street, N of Key West Naval Base, Key West, FL

DATE STARTED 5/22/14 COMPLETED 5/22/14 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY P. Tyson CHECKED BY C. Gworek  AT TIME OF DRILLING 6.3 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL      MC      LL  ----- ----- -----  20    40    60    80			
						□ FINES CONTENT (%) □			
						20    40    60    80			
0		1-inch TOPSOIL	AU 1						
		Lt. tan quartz medium SAND, trace limestone fragments	AU 2						
		Tan quartz medium SILTY SAND							
5		Tan SILT	SS 3	0-1-4-7	5				
		∇ Tan quartz fine SAND, trace shell and limestone fragments	SS 4	10-12-13-27	25				
		Tan quartz fine SAND, trace limestone fragments	SS 5	21-19-20-21	39				
10		Tan quartz fine SAND, trace cemented sand, little limestone fragments	SS 6	18-17-19-19	36				
			SS 7	21-23-27	50				
15		Bottom of hole at 15.0 feet.							

TEST NUTTING BOREHOLE 2-334.2 BERMELO AJAMIL & PARTNERS, INC. - TRUMAN WATERFRONT PARK IMPROVEMENTS.GPJ GINT.US.GDT 6/8/14



1310 Neptune Drive  
 Boynton Beach, FL, 33426  
 Telephone: 561-736-4900  
 Fax: 561-737-9975

**BORING NUMBER B-7**

PAGE 1 OF 1

PROJECT NUMBER 334.2  
 CLIENT Bermello Ajamil & Partners, Inc. PROJECT NAME Truman Waterfront Park Improvements  
 PROJECT LOCATION W of Fort Street, N of Key West Naval Base, Key West, FL

DATE STARTED 5/22/14 COMPLETED 5/22/14 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY P. Tyson CHECKED BY C. Gworek  $\nabla$  AT TIME OF DRILLING 6.5 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
0		1-inch TOPSOIL	AU 1						
		Tan BASECOURSE and LIMESTONE FRAGMENTS, trace quartz medium sand	AU 2						
5		Tan quartz medium SAND, trace limestone fragments	SS 3	12-11-10-10	21				
			SS 4	6-6-7-6	13				
			SS 5	6-5-4-4	9				
10		Lt. tan quartz medium SAND, trace shell	SS 6	4-6-15-33	21				
			SS 7	26-25-19	44				
15		Lt. tan quartz medium SAND, trace limestone fragments							
			SS 8	18-20-17	37				
20		Bottom of hole at 20.0 feet.							

TEST NUTTING BOREHOLE 2-334.2 BERMELO AJAMIL & PARTNERS, INC. - TRUMAN WATERFRONT PARK IMPROVEMENTS.GPJ\_GINT U.S.GDT 06/14



1310 Neptune Drive  
 Boynton Beach, FL., 33426  
 Telephone: 561-736-4900  
 Fax: 561-737-9975

**BORING NUMBER B-8**

PAGE 1 OF 1

CLIENT Bermello Ajamil & Partners, Inc. PROJECT NUMBER 334.2  
 PROJECT NAME Truman Waterfront Park Improvements  
 PROJECT LOCATION W of Fort Street, N of Key West Naval Base, Key West, FL

DATE STARTED 5/22/14 COMPLETED 5/22/14 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY P. Tyson CHECKED BY C. Gworek  $\nabla$  AT TIME OF DRILLING 6.6 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL      MC      LL  ----- ----- -----  20    40    60    80			
						□ FINES CONTENT (%) □			
						20    40    60    80			
0		1-inch TOPSOIL	AU 1						
		Tan quartz medium SAND and LIMESTONE FRAGMENTS	AU 2						
5		Tan SILT	SS 3	3-2-1-2	3	▲			
		Tan quartz medium SAND and LIMESTONE FRAGMENTS, trace shell	SS 4	8-7-6-7	13		▲		
			SS 5	5-4-4-4	8		▲		
10		Gray quartz medium SAND, trace shell	SS 6	6-7-8-8	15		▲		
		Lt. tan quartz medium SAND, trace shell, trace limestone fragments	SS 7	18-21-27	48				▲
15									
			SS 8	33-21-20	41				▲
20		Bottom of hole at 20.0 feet.							

TEST NUTTING BOREHOLE 2-334.2 BERMELO AJAMIL & PARTNERS, INC. - TRUMAN WATERFRONT PARK IMPROVEMENTS.GPJ GINT US.GDT 6/6/14



1310 Neptune Drive  
 Boynton Beach, FL, 33426  
 Telephone: 561-736-4900  
 Fax: 561-737-9975

**BORING NUMBER B-9**

PAGE 1 OF 1

PROJECT NUMBER 334.2

CLIENT Bermello Ajamil & Partners, Inc.

PROJECT NAME Truman Waterfront Park Improvements

PROJECT LOCATION W of Fort Street, N of Key West Naval Base, Key West, FL

DATE STARTED 5/22/14 COMPLETED 5/22/14 SURFACE ELEVATION REFERENCE Same as road crown

DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:

LOGGED BY P. Tyson CHECKED BY C. Gworek  AT TIME OF DRILLING 6.5 ft ft

APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL   MC   LL 20   40   60   80			
						□ FINES CONTENT (%) □			
						20 40 60 80			
0		1-inch TOPSOIL	AU 1						
		Tan LIMESTONE FRAGMENTS, trace quartz medium sand	AU 2						
5		Tan quartz medium SAND and LIMESTONE FRAGMENTS, some silt	SS 3	2-3-6-8	9				
		Tan quartz medium SAND and LIMESTONE FRAGMENTS, trace silt	SS 4	10-11-9-6	20				
		Tan quartz medium SAND, trace limestone fragments	SS 5	5-6-7-6	13				
10		Tan quartz medium SAND, trace shell, trace limestone fragments	SS 6	8-11-13-21	24				
15			SS 7	23-27-21	48				
20			SS 8	19-22-16	38				
		Bottom of hole at 20.0 feet.							

TEST NUTTING BOREHOLE 2-334.2 BERMELO AJAMIL & PARTNERS, INC. - TRUMAN WATERFRONT PARK IMPROVEMENTS.GPJ GINT US.GDT 6/6/14

## DOUBLE RING INFILTROMETER TEST - ASTM D3385

CLIENT: Bermello Ajamil & Partners, Inc.  
 TEST NO.: 1 TEST DATE: 5/20/2014 WEATHER: Clear 85 Deg F  
 PROJECT: Truman Waterfront Park Imp. DRILLER: P. Tyson  
 West of Fort Street, North of Key West Naval Base, Key West

SOIL DESCRIPTION: 0-1" TOPSOIL  
 1"-4' Tan quartz medium SAND, some limestone fragments

NOTE: TEST PERFORMED AT 10 INCHES BELOW EXISTING GRADE.  
 GROUNDWATER DEPTH: 6.2' USING 12" & 24" DIAMETER RINGS

AREA: INNER RING: 113.1 IN<sup>2</sup> (729.7 CM<sup>2</sup>)  
 ANNULAR RING: 339.3 IN<sup>2</sup> (2189.2 CM<sup>2</sup>)

Testing was performed according to procedures specified in ASTM D3385-09. Liquid used consisted of water with an approximate pH of 7.0.

As ASTM procedure recommends, data from inner ring was used to determine infiltration rate.

ELAPSED TIME (HR)	QUANTITY OF WATER INNER (in <sup>3</sup> )	RATE INNER (IN/HR)	QUANTITY OF WATER ANNULAR (in <sup>3</sup> )	RATE ANNULAR (IN/HR)
0.25	139	4.90	554	6.54
0.5	139	4.90	531	6.26
0.75	116	4.08	531	6.26
1	116	4.08	508	5.99
1.25	139	4.90	508	5.99
1.5	116	4.08	508	5.99
1.75	116	4.08	508	5.99
2	116	4.08	508	5.99

STEADY STATE INFILTRATION RATE = 4.08 IN/HR



\* As noted in Sec. 11.1 Precision and Bias of ASTM D3385-09 the recorded infiltration rate should be considered only as an index value

*Richard C. Wohlfarth*  
 Richard C. Wohlfarth, P.E. #50858  
 Senior Engineer

1310 Neptune Drive • Boynton Beach, Florida 33426 • (561) 736-4900 • Fax (561) 737-9975  
 Broward (954) 941-8700 • Port St. Lucie (772) 408-1050 • Miami Dade (305) 824-0060

## DOUBLE RING INFILTROMETER TEST - ASTM D3385

CLIENT: Bermello Ajamil & Partners, Inc.  
 TEST NO.: 2 TEST DATE: 5/20/2014 WEATHER: Clear 85 Deg F  
 PROJECT: Truman Waterfront Park Imp. DRILLER: P. Tyson  
 West of Fort Street, North of Key West Naval Base, Key West

SOIL DESCRIPTION: 0-1" TOPSOIL  
 1"-4' Tan quartz medium SAND and LIMESTONE FRAGMENTS

NOTE: TEST PERFORMED AT 10 INCHES BELOW EXISTING GRADE.  
 GROUNDWATER DEPTH: 6.5' USING 12" & 24" DIAMETER RINGS

AREA: INNER RING: 113.1 IN<sup>2</sup> (729.7 CM<sup>2</sup>)  
 ANNULAR RING: 339.3 IN<sup>2</sup> (2189.2 CM<sup>2</sup>)

Testing was performed according to procedres specified in ASTM D3385-09. Liquid used consisted of water with an approximate pH of 7.0.  
 As ASTM procedure recommends, data from inner ring was used to determine infiltration rate.

ELAPSED TIME (HR)	QUANTITY OF WATER INNER(in <sup>3</sup> )	RATE INNER (IN/HR)	QUANTITY OF WATER ANNULAR(in <sup>3</sup> )	RATE ANNULAR (IN/HR)
0.25	208	7.35	647	7.63
0.5	231	8.17	647	7.63
0.75	231	8.17	624	7.35
1	208	7.35	624	7.35
1.25	208	7.35	578	6.81
1.5	208	7.35	578	6.81
1.75	208	7.35	578	6.81
2	208	7.35	578	6.81

STEADY STATE INFILTRATION RATE = 7.35 IN/HR



\* As noted in Sec. 11.1 Precision and Bias of ASTM D3385-09 the recorded infiltration rate should be considered only as an index value

*Richard C. Wohlfarth*  
 Richard C. Wohlfarth, P.E. #50858  
 Director of Engineering

## Report of Exfiltration Test

Client: Bermello Ajamil & Partners, Inc. Order No. 334.2  
 Project: Truman Waterfront Park Improvements Report No. 1  
 Location: W of Fort Street, North of Key West Naval Base, Key West, FL Date: 5/20/14

Test: Usual Open Hole Exfiltration Test

Surface  
 Elevation: Same as road crown Water table from ground surface: 6.5'

Casing  
 Diameter: 6"  
 Tube Depth: 15'

Sample Location: Approx. as located on site plan

Material: 0'-0.09' 1-inch TOPSOIL  
 0.09'-6' Tan quartz medium SAND, trace limestone fragments  
 6'-7' Tan quartz medium SILTY SAND  
 7'-15' Tan quartz medium SAND, some limestone fragments

One Minute Increase	Pump Rate in Gal/Min
1	30.0
2	30.0
3	29.0
4	28.0
5	28.0
6	28.0
7	28.0
8	28.0
9	28.0
10	28.0

$K = 5.15 \times 10^{-4}$  cfs/ft<sup>2</sup>ft.head

## LIMITATIONS OF LIABILITY

### WARRANTY

We warrant that the services performed by Nutting Engineers of Florida, Inc. are conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in our area currently practicing under similar conditions at the time our services were performed. **No other warranties, expressed or implied, are made.** While the services of Nutting Engineers of Florida, Inc. are a valuable and integral part of the design and construction teams, we do not warrant, guarantee or insure the quality, completeness, or satisfactory performance of designs, construction plans, specifications we have not prepared, nor the ultimate performance of building site materials or assembly/construction.

### SUBSURFACE EXPLORATION

Subsurface exploration is normally accomplished by test borings; test pits are sometimes employed. The method of determining the boring location and the surface elevation at the boring is noted in the report. This information is represented in the soil boring logs and/or a drawing. The location and elevation of the borings should be considered accurate only to the degree inherent with the method used and may be approximate.

The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata as encountered and immediate depth to water data. The log represents conditions recorded specifically at the location where and when the boring was made. Site conditions may vary through time as will subsurface conditions. The boundaries between different soil strata as encountered are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling, nature and consistency of the respective strata. Substantial variation between soil borings may commonly exist in subsurface conditions. Water level readings are made at the time and under conditions stated on the boring logs. Water levels change with time, precipitation, canal level, local well drawdown and other factors. Water level data provided on soil boring logs shall not be relied upon for groundwater based design or construction considerations.

### LABORATORY AND FIELD TESTS

Tests are performed in *general* accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test boring report indicates the measurements and data developed at each specific test location.

### ANALYSIS AND RECOMMENDATIONS

The geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it shall not be utilized to determine the cost of construction nor to stand alone as a construction specification. Contractors shall verify subsurface conditions as may be appropriate prior to undertaking subsurface work.

Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations commonly exist between boring locations. Such variations may not become evident until construction. Test pits sometimes provide valuable supplemental information that derived from soil borings. If variations are then noted, the geotechnical engineer shall be contacted in writing immediately so that field conditions can be examined and recommendations revised if necessary.

The geotechnical report states our understanding as to the location, dimensions and structural features proposed for the site. **Any significant changes of the site improvements or site conditions must be communicated in writing to the geotechnical engineer immediately** so that the geotechnical analysis, conclusions, and recommendations can be reviewed and appropriately adjusted as necessary.

### CONSTRUCTION OBSERVATION

Construction observation and testing is an important element of geotechnical services. The geotechnical engineer's field representative (G.E.F.R.) is the "owner's representative" observing the work of the contractor, performing tests and reporting data from such tests and observations. **The geotechnical engineer's field representative does not direct the contractor's construction means, methods, operations or personnel.** The G.E.F.R. does not interfere with the relationship between the owner and the contractor and, except as an observer, does not become a substitute owner on site. The G.E.F.R. is responsible for his/her safety, but has no responsibility for the safety of other personnel at the site. The G.E.F.R. is an important member of a team whose responsibility is to observe and test the work being done and report to the owner whether that work is being carried out in general conformance with the plans and specifications. The enclosed report may be relied upon solely by the named client.

## SOIL AND ROCK CLASSIFICATION CRITERIA

### SAND/SILT

N-VALUE (bpf)	RELATIVE DENSITY
0 - 4	Very Loose
5 - 10	Loose
11 - 29	Medium
30 - 49	Dense
>50	Very dense
100	Refusal

### CLAY/SILTY CLAY

N-VALUE (bpf)	UNCONFINED COMP. STRENGTH (tsf)	CONSISTENCY
<2	<0.25	v. Soft
2 - 4	0.25 - 0.50	Soft
5 - 8	0.50 - 1.00	Medium
9 - 15	1.00 - 2.00	Stiff
16 - 30	2.00 - 4.00	v. Stiff
>30	>4.00	Hard

### ROCK

N-VALUE (bpf)	RELATIVE HARDNESS	ROCK CHARACTERISTICS
$N \geq 100$	Hard to v. hard	Local rock formations vary in hardness from soft to very hard within short vertical and horizontal distances and often contain vertical solution holes of 3 to 36 inch diameter to varying depths and horizontal solution features. Rock may be brittle to split spoon impact, but more resistant to excavation.
$25 \leq N \leq 100$	Medium hard to hard	
$5 \leq N \leq 25$	Soft to medium hard	

### PARTICLE SIZE

Boulder	>12 in.
Cobble	3 to 12 in.
Gravel	4.76 mm to 3 in.
Sand	0.074 mm to 4.76 mm
Silt	0.005 mm to 0.074 mm
Clay	<0.005 mm

### DESCRIPTION MODIFIERS

0 - 5%	Slight trace
6 - 10%	Trace
11 - 20%	Little
21 - 35%	Some
>35%	And

Major Divisions	Group Symbols	Typical names	Laboratory classification criteria		
<b>Coarse-grained soils</b> (More than half of material is larger than No. 200 sieve size)	<b>Gravels</b> (More than half of coarse fraction is larger than No. 4 sieve size)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines		
		GP	Poorly graded gravels, gravel-sand mixtures, little or no fines		
		GW*	d	Silty gravels, gravel-sand-silt mixtures	
			u	Clayey gravels, gravel-sand-clay mixtures	
	<b>Sands</b> (More than half of coarse fraction is smaller than No. 4 sieve size)	<b>Clean sands</b> (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines	
			SP	Poorly graded sands, gravelly sands, little or no fines	
		<b>Sands with fines</b> (Appreciable amount of fines)	SM*	d	Silty sands, sand-silt mixtures
				u	Clayey sands, sand-clay mixtures
			SC		Clayey sands, sand-clay mixtures
<b>Fine-grained soils</b> (More than half of material is smaller than No. 200 sieve size)	<b>Silts and clays</b> (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity		
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy, clays, silty clays, lean clays		
		OL	Organic silts and organic silty clays of low plasticity		
	<b>Silts and clays</b> (Liquid limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty silts, elastic silts		
		CH	Inorganic clays of high plasticity, fat clays		
		OH	Organic clays of medium to high plasticity, organic silts		
	<b>Highly organic soils</b>	PT	Peat and other highly organic soils		

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than five percent.....GW, GP, SW, SP  
 More than 12 percent.....GM, GC, SM, SC  
 5 to 12 percent.....Borderline cases requiring dual systems<sup>4,6</sup>

$C_u = \frac{D_{60}}{D_{10}}$  greater than 4;  $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$  between 1 and 3

Not meeting all gradation requirements for GW

Atterberg limits below "A" line or P.I. less than 4

Atterberg limits above "A" line with P.I. greater than 7

Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols.

$C_u = \frac{D_{60}}{D_{10}}$  greater than 6;  $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$  between 1 and 3

Not meeting all gradation requirements for SW

Atterberg limits below "A" line or P.I. less than 4

Atterberg limits above "A" line with P.I. more than 7

Limits plotting in hatched zone with P.I. between 4 and 7 are borderline cases requiring use of dual system.

**Plasticity Chart**



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

**To: Prospective Bidders**  
**From: Kreed Howell, Senior Construction Manager**  
**Cc: Jim Bouquet, Director of Engineering**  
**Date: December 5, 2016**  
**Subject: Owner Direct Purchase Procedures**

---

**Attached herein are the Owner Direct Purchase Procedures for Contractors or Construction Managers.**

- 1) General
- 2) Terms
- 3) Summary of Steps
- 4) Instructions
- 5) Forms and Examples of Documents
  - a. Vendor Information Form
  - b. W-9
  - c. CKW Change Order Request Form
  - d. CKW Certificate of Entitlement Form
  - e. Certificate of Exemption
  - f. ODP Vendor Spreadsheet
- 6) Section 12A-1.094 of the State of Florida Department of Revenue Code

If you have any questions about these procedures, please contact: L. Kreed Howell, Senior Construction Manager, Engineering Services: [howell@cityofkeywest-fl.gov](mailto:howell@cityofkeywest-fl.gov), 305-809-3963.

*Note: Pursuant to Florida Statutes, the City of Key West, is exempt from Florida Sales Tax on the purchase of construction material and has elected to exercise this right. All bids are to be submitted will all applicable taxes included*

*Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.*



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

### GENERAL

Pursuant to *Florida Statutes*, Section 212.08(6), and *Florida Administrative Code*, Number 12A-1.094, City of Key West is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project. Under this program, only the Florida Sales Tax rate of 6% shall apply. The Owner has elected to exercise this right to direct purchase *selected* materials on all construction projects and such direct purchase shall be without any additional cost to the Owner. **All bids are to be submitted with all applicable taxes included.** See project specifications for complete details and information. The Contractor shall assume all risk and remain fully responsible for all material incorporated into any project, directly purchased by the Owner or not. This will include, but not be limited to, insurance, theft, storage, damage during installation, coordination, quantities ordered, submittals, protection, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties, etc. The procedures outlined here may change at any time without prior notice to Contractor.

### TERMS

For the purpose of this document, the following terms will be defined:

Change Order (CO): A written order authorizing a change in the scope of work, contract amount or contract time.

Contractor: A General Contractor (GC) or Construction Manager (CM).

City of Key West: CKW or Owner.

Owner Direct Purchase (ODP): A purchase made directly by the Owner from a vendor, and not through a contractor.

Owner Direct Purchase Purchase-Order (DPPO): A purchase order issued by the Owner directly to the Contractor's vendor for the purchase of materials exempt from sales tax.

Owner Direct Purchase Procedures (ODPP): Guidelines outlined in this document.

Engineering: The Engineering Services Department of CKW.

Material: Any material, supplies, or equipment incorporated into a CKW construction project.

Purchase Order (PO): A written authorization issued by the Owner for a vendor to deliver material or services at a specified price, which becomes a legally binding contract upon acceptance by the vendor.

Vendor: A company supplying material to the Project, whether such provision includes installation or not.

*Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.*



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

Vendor Information Form (VIF): A fillable PDF document, filled out by the Vendor that provides the CKW Finance Department with all of the pertinent information on the Vendor.

Vendor List: A list provided by the Contractor of the vendors the Owner will direct purchase material from.

### Summary of Steps for Direct Purchase of Material

1. Contract Awarded
2. Contract Signed.
3. Purchase Order issued to Contractor for full amount of contract.
4. Schedule of Values reviewed by CKW and selected item identified for Direct Purchase.
5. Contractor will submit a Vendor List to Owner of only the Vendors that CKW will purchase from.
6. Contractor will submit a Vendor Information Form (VIF) and W-9 of all of the Vendors the CKW identified for participation in the ODP program.
7. Change Order Request Form is prepared by the contractor outlining which of the aforementioned vendors will be included in that round of that particular Change Order. All applicable back up, quotations and/or proposals will be provided at this time. If said backup is not included in the request a PO will not be generated for that Vendor.
8. Change Order is issued to reduce the Contractor's PO in the amount of the requested ODP materials provided in the Change Order Request Form.
9. Contractor's PO is reduced for amount of Direct Purchase Change Order.
10. Issuance of Purchase Order (PO) to Vendor for Direct Purchase as outlined in the Change Order.
11. CKW issue a Letter to Vendor, Contractor and Subcontractor confirming PO for direct purchase material.
12. Contractor coordinates delivery with Vendor.
13. Material is delivered and Vendor sends invoice DIRECTLY to Owner.
14. Upon receipt, Owner records invoice and forwards to Contractor for approval.
15. Contractor approves invoice, returns to Owner (within 5 days).
16. Owner issued check to Vendor in payment for materials delivered.
17. Purchase orders are closed, and tax savings reverts to Owner.

*Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.*



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

### INSTRUCTIONS

#### Overview

1. The Owner (CKW) is exempt from sales tax on the purchase construction materials, supplies and/or equipment incorporated into a construction project. The Owner has elected to exercise this right to direct purchase *selected* materials on all construction projects and such direct purchase shall be without any additional cost to the Owner. **All bids are to be submitted with all applicable taxes included.**
2. The Owner shall, via **Purchase Order (PO)**, purchase material and the Contractor shall assist the Owner in the preparation of the PO. The Owner will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the contractor.
3. The Contractor's PO and contract amount shall be reduced by the amount of the PO plus Florida State Sales Tax. This reduction in the Contractor's PO and contract amount will occur through a **Change Order (CO)**, which will reference the Contractor's PO affected by the change.
4. Issuance of PO's by the Owner shall not relieve the Contractor of any contract responsibilities for any material purchased and incorporated into a construction project, directly purchased by the Owner or not, with the exception of the payments for the material or equipment purchased via PO.
5. The Contractor shall remain fully responsible for, insurance, theft, storage, damage during installation, coordination, quantities ordered, submittals, protection, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties, etc. The Contractor must maintain the Builder's Risk policy to include **ALL** material and equipment stored on-site and installed on-site.
6. It is recognized that the Contractor may encounter additional overhead costs in assisting the Owner with its Owner Direct Purchase Program. The Contractor is charged with including all additional costs as part of the Bid or Proposal.
7. ***No payment will be made for material or equipment stored off-site. Furthermore, NO payment will be made for the engineering of specialized construction material specified for the project.***
8. All invoices must contain the Owner's PO number in order to be accepted and processed for payment.

#### Vendor List

1. Upon contract award of the construction project, the Owner will review the schedule of values with Contractor and determine which items the Owner will direct purchase.
2. Contractor will submit a Vendor List to Owner of only the Vendors that CKW will purchase from.



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

### **Purchase Order Request – CKW Change Order Request Form (CORF)**

1. When the materials to be direct purchased have been determined, the Contractor shall issue a Change Order Request Form (CORF) addressed to the Owner. The CORF shall contain the following minimum information and be submitted at least 20 days prior to shipment of material.

- Date of CORF
- Project name, number and location
- Contractor contact information
- Subcontractor contact information
- Vendor's full business name, address, complete contact numbers - telephone, fax,
- Any special instruction; for delivery and contact person
- Quantity of each material
- Description of all material including item and/or serial number
- Unit cost of each material
- Extended price of each material (quantity times unit cost)
- Sales tax on material to be purchased. Florida Sales Tax rate of 6% shall apply.
- The Owner will not pay shipping and handling charges.
- Total price for all material ordered (extended prices plus sales tax)
- Copy of detailed quote from Vendor indicating same information including sales tax amount
- Signature and printed name of Contractor

2. All CORF's may be submitted at the same time or in "rounds". It is advantageous for both the Contractor and the Owner for the CORF's to include as many Vendors as possible.

3. Once the official Change Order is executed by the Owner it will be forwarded to the CKW Finance Department for funding. After confirmation of said funding, the owner will advise the Contractor via email and the contractor can included the reduction of the Contractors PO on the following Applications for Payment.

3. All CORF should be sent by E-mail to Kreed Howell, Senior Construction Manager, Engineering Services. [howell@cityofkeywest-fl.gov](mailto:howell@cityofkeywest-fl.gov).

### **Issuance of Purchase Order**

1. The Owner will issue a PO in the amount of the CORF less sales tax. The PO will contain the following minimum information:

- Date of PO
- Project name, number and location
- Vendor's full business name and address
- Special instruction; for delivery and contact person
- The authorized quantity, material description, unit cost, and extended price for each material
- Total price for material ordered

2. The Owner will send the PO to the Vendor via email, with a copy retained by the Owner, and copies sent to the Contractor and subcontractor.



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

3. Upon receipt of the PO by the Vendor, the Vendor and Contractor shall coordinate and schedule delivery of the material to the job site.

4. After delivery, the Vendor must issue and deliver the invoice directly to the Owner. The invoice must clearly reference the Owner's PO number.

5. All material is to be delivered to the job site, where the Contractor assumes all responsibility and risk.

### **Invoice Approval and Payment**

1. Upon receipt of the Vendor's invoice by the Owner, the Owner will email a copy to the Contractor for verification and approval. ***The Contractor will have (five) 5 working days to process the invoice for payment.*** Once approved by the Contractor and Owner, the Vendor's invoice will be paid.

2. The Owner will issue payment to Vendor in the amount approved by the Owner and Contractor. The amount paid to the Vendor will not exceed the amount of the PO. In order to maintain timely payments, it will be the responsibility of the Contractor to process invoices in accordance with the payment schedule. The Contractor shall pay any late fees incurred as a result of the Contractor's failure to process invoices in a timely manner.

### **Contractor's Pay Request**

1. The Contractor shall be responsible for maintaining details of direct material purchased and tax savings on the AIA Form G702, *Application and Certificate for Payment*, in the project. The material direct purchased by the Owner and the resulting sales tax savings must appear on each pay request along with all other CO's.

2. The Contractor's pay request:

- Must have Owner Direct Material Purchases (ODMP) deducted from pay request
- Must show all CO's
- Engineering will reconcile pay request with their records
  - Contractor will be contacted to resolve any discrepancies
  - Owner will email summary as transactions occur

### **End of Process**

1. All PO's have been issued, materials delivered, invoices approved and paid.

2. Facilities will close all PO's no CO is required for this action.

3. Any discounts for prompt payment are for the account of the Owner.



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

### Forms & Examples of Documents

1. Examples of the following forms are attached:

- Vendor Information Form
- W-9
- CKW Change Order Request Form
- Example of a complete Change Order Request Form
- Example of a ODP Vendor Worksheet
- Example of Certificate of Entitlement to be used by Vendor for ODMP
- Copy of CKW Certificate of Tax Exemption
- State of Florida -Sales and Use Tax, Florida Administrative Code 12A-1.094 -

2. A Copy of a properly completed pay request with ODMP and Owner CO information, Form AIA G702, is available upon request.

3. Working copies of applicable documents are available upon request.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# Vendor Setup Form

### 1. General Information (check one):

New Vendor (attach a copy of your business license)  
Change Existing Vendor (vendor #) \_\_\_\_\_

Taxpayer Name _____ <i>(as shown on income tax return)</i>			
Business Name _____ <i>(if different from taxpayer name)</i>			
Physical Address _____			
City _____	State _____	Zip _____	
Phone _____	Fax _____	Email _____	

<b>Mailing Address:</b>	same as above, or:	<b>ACH Remittance Information:</b>	
Address _____		Financial Institution Name _____	
City _____	State _____ Zip _____	Account Number _____	
Phone _____		Routing/ABA Number _____	
Fax _____		Name on Account _____	
Contact Name _____		Type of Account	Checking      Savings
Purchase Order Email _____ <b>(Mandatory)</b>		Remittance Email _____	

I (we) hereby authorize the City of Key West to initiate entries to my (our) account at the Financial Institution listed above, and, if necessary, initiate adjustments for any transactions credited/debited in error.

This authority will remain in effect until the City of Key West's Finance Department is notified by me (us) in writing to cancel it in such time as to afford the City of Key West and the above Financial Institution a reasonable opportunity to act on it.

### 2. Sign and Date Form

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_ Phone \_\_\_\_\_

**Certification:** *Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

### 3. Company Status

Federal Tax ID (TIN)/SSN # \_\_\_\_\_  
Attorney or Legal Firm      Yes      No

#### Vendor Type (check only one)

Minority-Owned      Woman-Owned      Small Business      HUB  
Local Business      Disabled Veteran      Section 8A      Other \_\_\_\_\_

**\*\* TO BE COMPLETED BY THE CITY OF KEY WEST \*\***

1099 Required      If yes, Block \_\_\_\_\_

Reviewed By \_\_\_\_\_

Entered By \_\_\_\_\_

Date Entered \_\_\_\_\_







**CERTIFICATE OF ENTITLEMENT**

(For direct purchase of construction materials by a governmental entity pursuant to 212.08(6), F.S. and Rule 12A-1.094, F.A.C.)

The undersigned authorized representative of the City of Key West (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8012621608C-5, affirms that the tangible personal property purchased pursuant to Purchase Order Number P081062 from Sherwin Williams (Vendor) on or after 01/07/2016 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # RES 15-104 with Burke Construction Group (Name of Contractor) for the construction of The New City Hall at Historic Glynn R Archer School.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

*You must initial each of the following requirements.*

- X 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- X 2. The vendor's invoice will be issued directly to Governmental Entity.
- X 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- X 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- X 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchaser's Name (Print or Type)

\_\_\_\_\_  
Date

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement.  
Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.



## Consumer's Certificate of Exemption

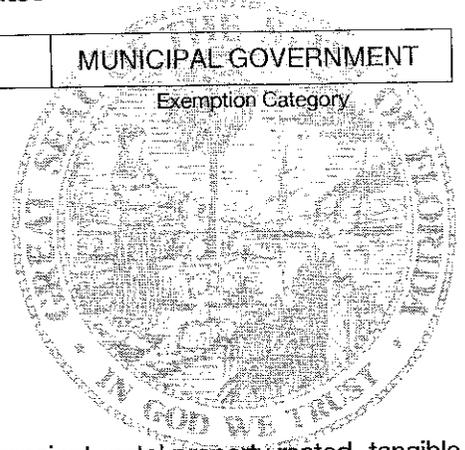
DR-14  
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012621608C-5	07/31/2012	07/31/2017	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF KEY WEST  
3104 FLAGLER AVE  
KEY WEST FL 33040-4602



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# State of Florida Department of Revenue

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Florida Tax Law Library

**Sales and Use Tax**

**Florida Administrative Code**

## **12A-1.094 Public Works Contracts.**

(1) This rule shall govern the taxability of transactions in which contractors manufacture or purchase supplies and materials for use in public works, as that term is referred to in Section 212.08(6), F.S. This rule shall not apply to non-public works contracts as those contracts are governed under the provisions of Rule 12A-1.051, F.A.C. This rule shall also not apply to contractors who entered into road construction contracts during the period from January 1, 1988, through February 11, 1988, and who chose to remit the tax based on 50 percent of the contract price. See Emergency Rule 12AER88-16 for provisions governing such contracts. In applying this rule, the following definitions are used.

(a) "Contractor" is one who is engaged in the repair, alteration, improvement or construction of real property. Contractors include, but are not limited to, persons engaged in building, electrical, plumbing, heating, painting, decorating, ventilating, paperhanging, sheet metal, roofing, bridge, road, waterworks, landscape, pier or billboard work. This definition includes subcontractors.

(b) "Public works" are defined as construction projects for public use or enjoyment, financed and owned by the government, in which private persons undertake the obligation to do a specific piece of work. The term "public works" is not restricted to the repair, alteration, improvement, or construction of real property and fixed works where the sale of tangible personal property is made to or by contractors involved in public works contracts. Such contracts shall include, but not be limited to, building, electrical, plumbing, heating, painting, decorating, ventilating, paperhanging, sheet metal, roofing, bridge, road, waterworks, landscape, pier or billboard contracts.

(c) "Real property" within the meaning of this rule includes all fixtures and improvements to real property. The status of a project as an improvement or affixture to real property is determined by the objective and presumed intent of the parties, based on the nature and use of the project and the degree of affixation to realty. Mobile homes and other mobile buildings are deemed fixtures if they (1) bear RP license tags, or (2) have the mobile features (such as wheels and/or axles) removed, and are placed on blocks or footings and permanently secured with anchors, tie-down straps or similar devices.

(2) The purchase or manufacture of supplies or materials by the contractor for incorporation into a public works project is taxable to the contractor since he is the ultimate consumer. The applicable tax rate shall be determined on the basis of the invoice date, not the date of the contract, as follows:

- (a) If invoiced before February 1, 1988, and delivered within a reasonable period of time the tax rate shall be 5 percent.
- (b) If invoiced on or after February 1, 1988, the tax rate shall be 6 percent.

(3)(a) The purchase or manufacture of tangible personal property for resale to a governmental body is exempt from tax provided this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of the United States Government, a state, or any county, municipality, or political subdivision of a state when such tangible personal property goes into or becomes a part of public works financed or owned by such governmental bodies or political subdivisions.

(b) With regard to contracts with government entities, the exemption in subsection (3)(a) is appropriate only where the levy would otherwise fall on the government itself, or on an agency or instrumentality so closely connected with that government that the two cannot realistically be viewed as separate entities, at least insofar as the activity being taxed is concerned. A finding of exempt status, however, requires something more than the implication of traditional agency notions, so that to resist a state's taxing power, a private taxpayer must actually stand in the government's shoes as a principal, rather than as a contractor employed either directly or as the government's agent. A contractor will not be deemed to actually stand in the government's shoes if the contractor has a substantial independent role in making purchases. Accordingly, the fact that title passes directly to the government and payment is made with government funds, in and of itself, cannot characterize the transaction as an exempt purchase if the purchasing entity, in its role as a purchaser, is sufficiently distinct from the government.

(4) The exemption in subsection (3)(a) is a general exemption for sales made to the government. The exception in subsection (2)(a) is a specific exception for sales to contractors. A determination of whether a particular transaction is properly characterized as an exempt sale to a government entity or a taxable sale to a contractor shall be based on the substance of the transaction, rather than the form in which the transaction is cast. The Executive Director or the Executive Director's designee in the responsible program will determine whether the substance of a particular transaction is governed by subsection (2)(a) or is a sale to a governmental body as provided by subsection (3) of this rule based on all of the facts and circumstances surrounding the transaction as a whole. The Executive Director or the Executive Director's designee in the responsible program will give special consideration to factors which govern the status of the tangible personal property prior to its affixation to real property. Such factors include provisions which govern bidding, indemnification, inspection, acceptance, delivery, payment, storage, and assumption of the risk of damage or loss for the tangible personal property prior to its affixation to real property. Assumption of the risk of damage or loss is a paramount consideration. A party may be deemed to have assumed the risk of loss if the party either:

insurance covering damage or loss; or enjoys the economic benefit of the proceeds of such bond or insurance. Other factors that may be considered by the Executive Director or the Executive Director's designee in the responsible program include whether: the contractor is authorized to make purchases in its own name; the contractor is jointly or severally liable to the vendor for payment: purchases are not subject to prior approval by the government; vendors are not informed that the government is the only party with an independent interest in the purchase; and whether the contractors are formally denominated as purchasing agents for the government. Sales made pursuant to so called "cost-plus", "fixed-fee", "lump sum", and "guaranteed price" contracts are taxable sales to the contractor unless it can be demonstrated to the satisfaction of the Executive Director or the Executive Director's designee in the responsible program that such sales are, in substance, tax-exempt sales to the government.

(5) Contractors who manufacture materials for incorporation into public works shall be liable for tax in the manner provided in Rule 12A-1.051, F.A.C.

(6) Contractors who supply raw materials such as rock, shell, fill dirt and similar materials for incorporation into public works shall be liable for tax in the manner provided in Rule 12A-1.051, F.A.C.

(7) Contractors who purchase tangible personal property outside the State of Florida, or inside the State but fail to pay sales tax, and use such property in a public works project shall be presumed to have the beneficial use of such property because the property is being used in furtherance of the contractor's essentially independent commercial enterprise. Accordingly, such contractors shall be liable for the use tax.

Specific Authority 212.17(6), 212.18(2), 213.06(1) FS. Law Implemented 212.02(4), (10), (14), (15), (16), (19), (20), 212.06(1), (2), 212.07(1), 212.08(6), 212.14(5), 212.18(2) FS.

History-New 6-3-80, Amended 11-15-82, Formerly 12A-1.94, Amended 1-2-89, 8-10-92.

# Application and Certificate For Payment

To (Owner): City of Key West  
3126 Flagler Avenue  
Key West, Florida 33040

Project:

Application #: 21  
Period To: 30-Sep-16

From (Contractor):

VIA (Architect):

Contractor's Project #: 1415  
Contract Date: 1-Dec-14

## Contractor's Application for Payment

Application is made for Payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703 is attached.

Change Order Summary		
Change Order Status of previous months	Approved Additions	Approved Deductions
Change Order #	Date	
1	3/23/2015	TBD
2	4/16/2015	(1,894,187.63)
2A to 2F		(1,777,205.65)
4		205,490.85
2G		(94,618.82)
5		343,300.00
2H		108,419.39
6		57,210.49
Totals		(3,051,591.37)
Net Change by Change Orders		0.00

1. Original Contract Sum **\$14,997,500.00**
2. Net Change by Change Orders **(\$3,051,591.37)**
3. Contract Sum to Date (Line 1+2) **11,945,908.63**
4. Total Completed and Stored to Date (Column G on G703) **\$11,878,432.89**
5. Retainage
  - a 5% of Completed Work (excl. certain fees) **\$555,939.10**  
(Column D+E on G703)
  - b 0% of Stored Material (incl above) **0.00**  
(Column F on G703)
- Total Retainage (lines 5a +5b) **555,939.10**
6. Total Earned Less Retainage **11,322,493.79**
7. Less Previous Certificates for Payment (Line 6 from prior Certificate) **10,984,182.77**
8. Current Payment Due **338,311.02**
9. Balance to Finish, Plus Retainage **\$623,414.84**

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents,

State  
Subs  
Nota  
My c

## OWNER/ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect/Owner certifies that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.