Invitation to Bid

For

Building and Structural Repairs for City Facilities

CITY OF KEY WEST

ITB No. 25 – 021

Due Date:

November 12, 2025

Mayor, Danise Henriquez

City Manager, Brian L. Barroso

Key West City Commissioners

Commissioner, Monica Haskell, District 1

Commissioner, Samuel Kaufman, District 2

Commissioner, Donald "Donie" Lee, District 3

Commissioner, Lissette Carey, District 4

Commissioner, Mary Lou Hoover, District 5

Commissioner, Aaron Castillo, District 6

Prepared by:
Lucas Torres-Bull
Engineering Department

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

Solicitation Data

Request Number:	ITB 25-021
Title:	Building and Structural Repairs for City Facilities
Description:	The City of Key West is soliciting sealed bids from qualified and experienced contractors to furnish all labor, materials, and equipment necessary to complete the projects described in this Invitation to Bid and additional task orders as needed. The solicitation encompasses two distinct projects: **Douglass Gym**, **201 William Street**.
Contact: Phone: Email:	Lucas Torres-Bull, Procurement Manager (305) 809-3807 lucas.torresbull@cityofkeywest-fl.gov
Issue Date:	October 2, 2025
Mail or Deliver Responses To:	City Clerk City of Key West 1300 White Street Key West, FL 33040
Clarification Submittal Deadline:	October 20, 2025, 3 P.M. LOCAL TIME
Clarification Response Deadline:	October 24, 2025, 3 P.M. LOCAL TIME
Responses Deadline Date:	November 12, 2025, 3 P.M. LOCAL TIME
Estimated Award Date:	December 2025

Advertising and Notice: This solicitation will be advertised in accordance with § 255.0525, Fla. Stat.: at least 21 days before bid opening for projects over $200,000 (and 30 days for projects over $500,000), and at least 5 days before any pre-bid conference. Posting and any addenda will be made through the City's noticed platforms consistent with this statute.

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GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) **We/Us/Our/City**

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Finance Division

The Division is responsible for handling procurement related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) **You/Your**

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Consultant/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/ Consultant/Submitter

The Proposer whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ/RFP/ITB.

(iii) **Proposals/ Submittals**

The written, sealed document submitted by the Proposer in response to this RFQ/RFP/ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i) **Written Addenda**

If it becomes evident that this RFQ/RFP/ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFQ/RFP/ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a Proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFQ/RFP/ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFQ/RFP/ITB documents. No person is authorized to give oral interpretations of or make oral changes to the RFQ/RFP/ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFQ/RFP/ITB does not, itself, in any way constitute a contractual agreement between the City of Key West and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Proposals called for in this RFQ/RFP/ITB.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodation.

(iii) **Request for Modifications**

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) **Bid Acknowledgment**

By submitting a Proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification To Submittals**

The City reserves the right to negotiate modifications to this RFQ/RFP/ITB that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate Proposals and/or statements will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the Proposal.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Proposers in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ/RFP/ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Key West, City Ordinance Sec 2-766-2-845
Cone of Silence, City of Key West Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

The Cone of Silence shall be imposed on this RFQ/RFP/ITB upon its advertisement. The Cone of Silence prohibits the following activities:

Prohibited communications. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
(1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
(2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
(3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
(4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
(1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
(2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
(A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
(3) Oral communications at duly noticed pre-bid conferences;
(4) Oral presentations before publicly noticed evaluation and/or selection committees;
(5) Contract discussions during any duly noticed public meeting;
(6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
(7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
(d) *Procedure.*
(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any

public solicitation for goods and services a statement disclosing the requirements of this ordinance.
(2) The cone of silence shall terminate:
(A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
(B) At the deadline for submission of responses to the solicitation if only one vendor has responded.
(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
(e) *Violations/penalties and procedures.*
(1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFQ/RFP/ITB are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City reserves the right to terminate any contract

resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Key West.

1.15 PROPERTY

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

In addition to default, grounds for termination include but are not limited to:

A. Awarded Proposer's persistent failure to perform the work in a timely manner or meet quality requirements;
B. Awarded Proposer's violation of federal, state, or local laws or regulations;
C. Awarded Proposer's failure to maintain required insurance or licenses; and
D. Awarded Proposer's disregard of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFQ/RFP/ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. The City shall not be liable for consequential or indirect damages arising from termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitive proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Proposer must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Monroe County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded

Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non- performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulates the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the City without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

PART 1

BIDDING REQUIREMENTS

City of Key West

Invitation to Bid

Building and Structural Repairs for City Facilities

ITB No. 25-021

NOTICE: Pursuant to Sec. 2-770 of the City's Code of Ordinance, The City of Key West ('hereinafter referred to as the "City"') will accept sealed bids for consideration to provide the services detailed in the scope of services listed below, bids shall be received until **3:00 P.M. on November 12, 2025.** The submittals shall be clearly marked **"ITB No. 25-021 – Building and Structural Repairs for City Facilities."**

The proposed projects shall include the furnishing of all site preparation, materials, equipment, labor, supervision, and incidentals necessary to perform and complete the improvements detailed in this Invitation to Bid (ITB), in accordance with all applicable laws, codes, standards, and specifications. A general summary of the work to be performed under this solicitation is provided below and in the scope of work provided in this ITB; however, bidders are responsible for reviewing the full scope and project documents in their entirety.

Douglass Gym – Spalling Repairs, Stage Floor, Window and Flashing - The project at Douglass Gym will address critical facility maintenance needs to ensure safety, usability, and preservation of the building. Scope of work includes repairing areas of concrete spalling to restore structural integrity, and installation or repair of windows and associated flashing to prevent water intrusion and protect against weather damage.

201 William Street – Spalling Repairs - This project involves repairing spalling concrete at the City-owned facility located at 201 William Street. The repairs are intended to restore structural soundness, prevent further deterioration, and extend the useful life of the building while maintaining safe conditions for staff and visitors.

The City will conduct a mandatory on-site visit for the project set to take place at 201 William Street on October 15, 2025, at 10:00 AM, located at 201 William Street, Key West, Florida 33040.

All submittals shall be publicly opened and recorded on November 12, 2025, at 3:00 P.M.** Late submittals shall **not** be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire bid package on each flash drive. Bid packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Bids for ITB No. 25-021 – Building and Structural Repairs for City Facilities" addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via Onvia DemandStar, the central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.

Each response must be submitted on the prescribed form and accompanied by a 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 bid amount.

The Bidder must be a licensed contractor by the state of Florida and submit proof of such with the bid.

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

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

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

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

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

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the County and City as would be required within ten (10) days of the award. The successful Bidder must also be able to satisfy the City's Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids for any and/or all of the following reasons:

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

INSTRUCTIONS TO BIDDERS

CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

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

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.

QUALIFICATION OF BIDDERS

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

BIDDER'S UNDERSTANDING

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

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

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

TYPE OF BID

A. LUMP SUM

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

The Bidder shall submit a Schedule of Values with their bid. It shall be broken down by trade/type of work and include the cost of all labor & materials for use as a basis for payment.

PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

The Bidder shall sign their bid in the blank space provided, therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior

to the opening of bids or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in addition to Article 39; *Ordinances, Permits, And Licenses*, as set forth in the General Conditions.

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

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

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

D. ATTACHMENTS

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

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

E. PUBLIC ENTITY CRIMES FORM

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

F. CITY OF KEY WEST LICENSE REQUIRED

Bidders are required to have a Certified or Registered General Contractors City of Key West license. License fees do not exceed $410.00. License shall be obtained within ten (10) days of

Notice of Award.

STATE AND LOCAL SALES AND USE TAXES

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

SUBMISSION OF BIDS

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

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

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.

BID SECURITY

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw their bid for a period of ninety (90) days after the 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 on behalf of the Surety must attach a notarized copy of their power-of-attorney as evidence of their 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, they shall use the Bid Bond Form bound herewith, or one conforming substantially thereto in form and content.

RETURN OF BID SECURITY

Within fifteen (15) days after the award of the contract, the City will return the bid securities to all

Bidders whose bids are not to be further considered in awarding the contract. Retained bid securities will be held until the contract has been finally executed, after which all bid securities, other than the Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose bids they accompanied.

AWARD OF CONTRACT

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

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

BASIS OF AWARD

The City may, at its sole discretion, award this Invitation to Bid as a single contract encompassing all projects or as separate contracts for each individual project. Awards will be made to the lowest responsive and responsible Bidder(s) whose proposal(s), in the City's judgment, best serve the City's interests.

If any contract awarded under this ITB is funded in whole or in part by state-appropriated funds, the City will not apply or enforce any local vendor preference, residency requirement, or other condition preempted by § 255.0992, Fla. Stat. In such event, any conflicting local preference requirement, including City of Key West Code § 2-798, is deemed inapplicable to the affected award.

EXECUTION OF CONTRACT

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

CONTRACT BONDS

The successful Bidder shall file with the City, at the time of delivery of the signed contract, a Performance Bond and Payment Bond for each award project on the form bound herewith, each in the full amount of each project 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 Bidder shall supply the City 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 Bidder 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.

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/ her power-of-attorney as evidence of his/ her 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

FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

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

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 Bidder receives a Notice to Proceed, they shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this bid.

The term of this contract will be **one hundred and eighty (180)** calendar days.

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

Total Project Cost	Daily Charge Per Calendar Day
$50,000 and under	$763
Over $50,000 but less than $250,000	$958
$250,000 but less than $500,000	$1,099
$500,000 but less than $2,500,000	$1,584
$2,500,000 but less than $5,000,000	$2,811
$5,000,000 but less than $10,000,000	$3,645
$10,000,000 but less than $15,000,000	$4,217
$15,000,000 but less than $20,000,000	$4,698

$20,000,000 and over..... $6,323

EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

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

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

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

PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, Contractor shall comply with Ch. 119, Fla, Stat, including 119.0701. Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession by the Bidder upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a Bidder does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

If the Contractor has questions regarding the application of Chapter 119, Florida Statute, to the Contractor's duty to provide Public Records relating to this Contract, Contact the City's Custodian of Public Records: City Clerk, 1300 White Street, Key West, FL 33040. Sealed Bids. Sealed replies are exempt from disclosure until the City posts notice of an intended decision or 30 days after opening, whichever is earlier, per §119.071(1)(b)2, Fla. Stat.

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

BID FORM

To: The City of Key West

Address: 1300 White Street, Key West, Florida 33040

Project Title: **Building and Structural Repairs to City Facilities**
ITB #25-021

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

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that, if their bid is accepted, they will, within ten (10) calendar days—excluding Sundays and legal holidays—after receipt of the Notice of Award, execute the contract in the form attached hereto. At that time, the Bidder shall also provide the City with examples of the Performance Bond and Payment Bond for each project, evidence of all required licenses and certifications, and shall furnish, to the extent of their bid, all necessary machinery, tools, equipment and materials to perform and complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within ten (10) calendar days after receiving the Notice to Proceed and to complete the project, in all respects, within one hundred and eighty 270 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the rates identified in the Instructions to Bidders: *#17- Time of Completion* per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

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

SALES AND USE TAXES

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

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit prices. The Bidder agrees that the unit prices represent a true measure of the labor, materials, equipment, and all other costs required to perform each type of work called for in these Contract Documents, including allowances for overhead and profit.

Total payment for each item will be determined by multiplying the unit price by the actual quantity of work performed and accepted by the City. The sum of these calculated amounts will constitute full compensation for the work completed in accordance with the Contract Documents.

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PROPOSAL FORM – 201 WILLIAM STREET

The quantities indicated on this Proposal Form are provided solely as estimates for the convenience of the Contractor. The City of Key West makes no representation, warranty, or guarantee regarding the accuracy or completeness of these quantities. It shall be the sole responsibility of the Contractor to verify and ensure that all quantities required to complete the work in its entirety are accurate and sufficient. The Contractor shall bear all risk, responsibility, and cost associated with providing the correct quantities and completing the work.

***ALL REBAR MUST BE CHROMX 9100**

Building and Structural Repair to City Facilities

ITB 25-021

Item No.	Work Description	Unit	Estimated Quantities	Estimated Unit Cost	Extended Total
1	Reconstruct Tie Column (Estimated Size 8x24x16)	CU.FT	96	$	$
2	Reconstruct Tie Column (Estimated Size 12x16)	CU.FT	17	$	$
3	Reconstruct Header (Estimated Size 8x16)	CU.FT	15	$	$
4	Reconstruct Tie Column (Estimated 8x16)	CU.FT	110	$	$
5	Reconstruct Tie Beam (Estimated Size 8x16)	CU.FT	26	$	$
6	Reconstruct Header (Estimated Size 8x12)	CU.FT	15	$	$
7	Reconstruct Tie Column (Estimated Size 12x12)	CU.FT	24	$	$
8	Reconstruct Bond Beam (Estimated Size 12x42)	CU.FT	112	$	$
9	Reconstruct Column (Estimated Size 12x16)	CU.FT	61	$	$
10	Reconstruct Tie Beam (Estimated Size 12x24)	CU.FT	112	$	$
11	Reconstruct Bond Bean (Estimated 8x16)	CU.FT	4	$	$
12	Partial Section Tie Beam Repair	CU.FT	15	$	$
13	Partial Section	CU.FT	10	$	$

	Header Repair				
14	Partial Section Repair (Ends of Precast T's)	QTY	6	$	$
15	Partial Section Wall Repair	CU.FT	5	$	$
16	Infill Window	CU.FT	18	$	$
17	Column Patch	CU.FT	2	$	$
18	Wall Patch	CU.FT	4	$	$
19	Route & Seal	CU.FT	121	$	$
				Subtotal: $	
20	Mobilization & Demobilization (Shall not exceed 10% of Total Bid for 201 William)	LS	1	$	$
21	Priming and Painting area of work (primer +two coats latex paint) excludes mural.	LS	1	$	$
22	Miscellaneous Electrical / Mechanical (See note #4 below)	LS	1	$	$
23	Miscellaneous Plumbing (see note #5 below)	LS	1	$	$
24	Miscellaneous Appetences-exterior (See note #6 below)	LS	1	$	$
25	Payment and Performance Bond (Full Cost)	LS	1	$	$
26	Permit Fees (Paid at cost)	LS	1	$	$25,000.00
27	Contingency (Only to be used with the City's Written Direction and Approved by the City)	LS	1	$	$75,000.00
				Total: $	

*General Notes:

1.Interior/ exterior restoration including stucco, concrete, cmu, priming & painting, drywall, flooring and ceiling shall be incidental to the project.

2. Shoring/ reshoring of existing structure and walls shall be incidental to the project.

3. Contractor shall take necessary precautions to preserve mural artwork on exterior of building.

4. Removal/ reattachment including but not limited to: panels, outlets, light fixtures, conduits, condensate, condensers & CCTV equipment, ect.

5. Removal/ reattachment including but not limited to: supply lines, waste lines, beer lines, hose bibs, ect..

6. Removal/ reattachment including but not limited to: overhead doors, walk doors, windows, air curtains, overhangs, gutter and downspouts, ect..

7. Removal/ reattachment including but not limited to: equipment, furniture, games, coolers, ect.

201 WILLIAM STREET BASE BID:
(Includes all demolition, disposal, fixtures, equipment, materials, & labor)

$_____

In Words:

_____Dollars &_____Cents

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

PROPOSAL FORM – FREDRICK DOUGLAS GYM

The quantities indicated on this Proposal Form are provided solely as estimates for the convenience of the Contractor. The City of Key West makes no representation, warranty, or guarantee regarding the accuracy or completeness of these quantities. It shall be the sole responsibility of the Contractor to verify and ensure that all quantities required to complete the work in its entirety are accurate and sufficient. The Contractor shall bear all risk, responsibility, and cost associated with providing the correct quantities and completing the work.

***ALL REBAR MUST BE CHROMX 9100**

Building and Structural Repair to City Facilities

ITB 25-021

Item No.	Work Description	Unit	Estimated Quantities	Estimated Unit Cost	Extended Total
1	Spalling Concrete Repair	CF	120	$	$
2	Window and Roof Flashing Replacement	LS	1	$	$
				Subtotal:	
3	Contingency (Only to be used with the City's Written Direction and Approved by the City)	LS	1	$7,800.00	$7,800.00
				Total: $	

FREDRICK DOUGLAS GYM BASE BID:
(Includes all demolition, disposal, fixtures, equipment, materials, & labor)

$_____

In Words:

_____Dollars &_____Cents

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

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

_____ _____ _____ _____

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SUBCONTRACTORS

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

_____ _____

Name

_____, _____, _____, _____

Street City State Zip

Name

_____, _____, _____ ,_____

Street City State Zip

_____

Name

_____, _____, _____,_____

Street City State Zip

_____

Name

_____, _____, _____,_____

Street City State Zip

SURETY

_____ whose address is

_____, _____, _____,_____

Street City State Zip

BIDDER

The name of the Bidder submitting this bid is

_____ doing business at

_____, _____, _____, _____

Street City State Zip

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

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

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

If Sole Proprietor or Partnership

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

_____ Signature of Bidder

_____
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed, and its seal affixed by its duly authorized officers this _____ day of _____ 2025.

(SEAL)

_____
Name of Corporation

By _____

Title _____
Attest_____

_____

Sworn and subscribed before this _____day of_____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

EXPERIENCE OF BIDDER

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

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

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

(This space intentionally left blank)

FLORIDA BID BOND

BOND NO. _____

AMOUNT: $ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

Hereinafter called the Principal, and _____

_____

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

having its principal place of business at _____

_____in the State of _____,

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

_____

hereinafter called the Obligee, in the sum of_____

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS the Principal is herewith submitting his or its bid for

ITB # 25-021 / Building and Structural Repairs of City facilities said bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment,

machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the Contract Documents, entitled:

ITB 25-021 / Building and Structural Repairs of City Facilities

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

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

Signed and sealed this _____ day of _____ , 2025.

Principal

By_____ STATE OF _____)

: SS

COUNTY OF _____)

_____

Surety

By ____

ANTI – KICKBACK AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this _____day of _____, 2025.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

NON-COLLUSION AFFIDAVIT

STATE OF_____)

: SS

COUNTY OF_____)

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

By: _____

Sworn and subscribed before me this

_____day of _____, 2025.

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

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

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

1. This sworn statement is submitted with bid or proposal for _____

   _____

2. This sworn statement is submitted by_____
   (Name of entity submitting sworn statement)

   whose business address is _____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is_____

   _____

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

   signing this sworn statement _____

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

   and my relationship to the entity named above is _____

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

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

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

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

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

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

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

_____
(Signature)

_____
(Date)

STATE OF_____

COUNTY OF_____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this____day of _____, 2025.

My commission expires:

_____
NOTARY PUBLIC

INDEMNIFICATION

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

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

INDEMNIFICATION ACKNOWLEDGMENT

The undersigned Bidder acknowledges that indemnification of the City of Key West is governed exclusively by Article 35 – INDEMNITY of the Conditions of the Contract, which is incorporated into and made a part of the Contract Documents. By signing below, the Bidder agrees to be bound by that Article if awarded the Contract.

BIDDER : _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

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

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

a. Principal address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principal address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.

b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.

c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name _____Phone: _____

Current Local Address: _____Fax:_____
(P.O Box numbers may not be used to establish status)

Length of time at this address:_____

_____Date: _____
Signature of Authorized Representative

STATE OF_____ COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of_____, 2025.

By_____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification_____as identification
(Type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

If you are a local vendor:
Return Completed form with
Supporting documents to:
City of Key West Purchasing

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this

_____ Day of _____, 2025.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

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

Sworn and subscribed before me this

_____ Day of _____, 2025.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____

Zip: _____

Phone Number: _____

Email Address: _____

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

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

Certified By: _____,
Print Name Print Title

who is authorized to sign on behalf of the above-mentioned company.

Authorized Signature: _____

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity/Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative: _____
(Name and Title)
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

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

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

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

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

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

Authorized Signature:_____

Print Name:_____

Title:_____

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

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

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

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

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

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

_____ _____

Date (Signature of Authorized Representative)

State of_____,
County of_____,

Personally Appeared Before Me, the undersigned authority,_____ who, ☐ being personally know or ☐ having produced his/her signature in the space provided above on this _____ day of _____, _____20_____.

_____ _____

Signature, Notary Public Commission Expires

Stamp/Seal:

BIDDER'S CHECKLIST

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

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

PART 2

CONTRACT FORMS

CONTRACT

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

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

_____ hereinafter called the "Bidder".

WITNESSETH:

The Bidder, in consideration of the sum to be paid to them by the City and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 25-021 Building and Structural Repairs of City Facilities, Key West, Florida to the extent of the bid made by the Bidder, dated the _____ day of_____ 2025, all in full compliance with the Contract Documents referred to herein.

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

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

The Bidder further agrees to complete the work within two hundred and seventy (270) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said bid.

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

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

In the event the Bidder fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rates identified in the Instruction to Bidders: *#17-Time of Completion.* Sundays and legal holidays shall be included in determining days in default.

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

The following documents are herby incorporated into and made a part of this contract by reference as if fully set forth herein:

- The City Invitation to Bid (ITB 25-021), including all attachments, addenda, and exhibits.
- The City's General Terms and Conditions provided in ITB 25-021.
- The Bidder's complete, dated and signed response to ITB 25-021, including all bid forms, all bonds, and all related submissions.
- This executed contract form.
- The Summary of Work, Technical Specifications, Drawings, and all applicable General and Supplementary Conditions.

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

_____ Day of _____, A.D., 20___.

City of Key West:

By_____ Attest_____

Title City Manager

Bidder:

By_____ Attest_____

Title_____

FLORIDA PERFORMANCE BOND

BOND NO._____

AMOUNT: $_____

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

with offices, at_____

hereinafter called the Bidder, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound City of Key West**,**

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

_____Dollars ($ _____),lawful money of the United States of America, for the payment of which, well and truly be made to the City, and the Bidder and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Bidder has executed and entered into a certain contract hereto attached, with the City, dated _____, 20__, to furnish at their own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said contract and the Contract Documents as defined therein, all of which is made a part of said contract by certain terms and conditions in said contract more particularly mentioned, which contract, consisting of the various Contract Documents is made a part of this bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said contract and their obligation there under, including the Contract Documents (which include the permit form, specifications, and conditions as prepared by the City, Invitation to Bid, instructions to Bidders, the Bidder's bid as accepted by the above City, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Bidder:

_____

By:_____ _____(Seal)_____

_____ _____ Attest

Surety:

By _____(Seal)____

_____ _____ Attest

FLORIDA PAYMENT BOND

BOND NO_____

AMOUNT: $_____

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

with offices at _____

hereinafter called the Bidder, (Principal), and

_____

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound City of Key West**,**

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

_____Dollars ($_____), lawful money of the United States of America, for the payment of which, well and truly be made to the City, and the Bidder and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Bidder has executed and entered into a certain contract for

ITB 25-021 Building and Structural Repairs to City Facilities

attached hereto, with the City, dated _____, 2025, to furnish at their own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said contract and the plans, drawings (if any), and specifications prepared by the City, all of which is made a part of said contract by certain terms and conditions in said contract more particularly mentioned, which contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden Bidder shall in all respects comply with the terms and conditions of said contract and their obligation thereunder, including the Contract Documents (which include the permit form, the specifications,

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

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

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

IN WITNESS WHEREOF, the above parties bound together have executed this instrument this day of _____,20__, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Bidder:

_____

By:_____ _____(Seal)_____

_____

Attest

Surety:

By _____(Seal)____

_____

Attest

PART 3

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS
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DEFINITIONS

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

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

2. AS SHOWN, AND AS INDICATED
The words "as shown" and "as Indicated" shall be understood to be followed by the words "on the Drawings".

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

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

5. BIDDER
The person or persons, partnership, firm, or corporation who enters into the Contract awarded them by the City.

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

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

8. DRAWINGS
The term "Drawings" refers to the official Drawings, Profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which shows the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents, or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER
The person or organization identified as such in the Contract Documents. The Term "Engineer" means authorized City's representative.

10. NOTICE
The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communication delivered in person or by registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. OR EQUAL
The term "or equal" shall be understood to indicate that the "equal" Product is equivalent to or better than the Product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the Project design requirements will be made by the Engineer. Such equal Products shall not be purchased or installed by the Bidder without written authorization.

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

13. PLANS (See Drawings)

14. SPECIFICATIONS
The term "Specifications" refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

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

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

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

CONTRACT DOCUMENTS

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

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

19. DISCREPANCIES AND OMISSIONS

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

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

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

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

20. CHANGES IN THE WORK

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

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

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

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

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

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

The Bidder shall keep one copy of the Contract Documents on the job- site, in good order, available to the Engineer and to their representatives.

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

23. ADDITIONAL CONTRACT DOCUMENTS

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

24. OWNERSHIP OF CONTRACT DOCUMENTS

All portions of the Contract Documents, and copies thereof furnished by the Engineer are instruments of service for this Project. They are not to be used on other work and are to be returned to the Engineer on request at the completion of the

work. Any reuse of these materials without specific written verification or adaptation by the Engineer will be at the risk of the user and without liability or legal expense to the Engineer. Such user shall hold the Engineer harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the Engineer to further compensation at rates to be agreed upon by the user and the Engineer.

THE ENGINEER

25. AUTHORITY OF THE ENGINEER

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

26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. The Engineer will not make comprehensive or continuous review or observation to check quality or quantity of the work, and they will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Bidder of their obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the contract.

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

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

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Engineers will not be responsible for Bidder's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Bidder's failure to perform or furnish the work in accordance with the Contract Documents.

Engineers will not be responsible for the acts or omissions of the Bidder or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

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

furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

28. REJECTED WORK

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

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

29. LINES AND GRADES

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

30. SUBMITTALS

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

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

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

Engineer will review submittals with reasonable promptness, but Engineer's review will be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or Procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. The Bidder shall make corrections required by Engineer, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. The Bidder shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of submittals shall not relieve the Bidder from the responsibility for any variation from the requirements of the Contract Documents unless the Bidder has, in writing, called the Engineer's attention to each such variation at the time of submission and Engineer has given written approval of each such variation by a specific written notation thereof incorporated therein or accompanying the shop drawing or sample approval; nor will any approval by

Engineer relieve Bidder from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions herein.

Where a shop drawing or sample is required by the specifications, any related work performed prior to Engineer's review and approval of the pertinent submission shall be at the sole expense and responsibility of the Bidder.

31. DETAIL DRAWINGS AND INSTRUCTIONS

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

THE BIDDER AND THEIR EMPLOYEES

32. BIDDER, AN INDEPENDENT AGENT

The Bidder shall independently perform all work under this contract and shall not be considered as an agent of the City or of the Engineer, nor shall the Bidder's Subcontractors or employees be subagents of the City or of the Engineer.

ASSIGNMENT OF CONTRACT

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

33. SUBCONTRACTING

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

The Bidder is as fully responsible to the City for the acts and omissions of their Subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by the Bidder

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City or Engineer.

34. INSURANCE AND LIABILITY

A. GENERAL

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

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

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

B. BIDDER AND SUBCONTRACTOR INSURANCE

The Bidder shall not commence work under this contract until they have obtained all the insurance required hereunder and such insurance has been reviewed by the City, nor shall the Bidder allow any Subcontractor to commence work on their subcontract until insurance specified below has been obtained. Review of the insurance by the City shall not relieve or decrease the liability of the Bidder hereunder.

C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Bidder shall maintain during the life of this contract the statutory amount of Workmen's Compensation Insurance, in

addition, Employer's Liability Insurance in an amount as specified in the ITB, for each occurrence, for all of their employees to be engaged in work on the project under this contract. In case any such work is subcontracted, the Bidder shall require the Subcontractor to provide similar Workmen's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work.

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

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

In the event any work under this contract is performed by a Subcontractors, the Bidder shall be responsible for any liability directly or indirectly arising out of the work performed by the Subcontractor; to the extent such liability is not covered by the Subcontractor's insurance.

The City and Engineer, their officers, agents, and employees shall be named as Additional Insured's on the Bidder's and any Subcontractor's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

E. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

1.00 **GENERAL INSURANCE REQUIREMENTS:**

1.01 During the Term of the Agreement, the Bidder shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

1.03 The City shall be specifically included as an additional insured on the Bidder's Liability policies with the exception of the Bidder's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.

1.04 The Bidder shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.

1.05 If the Bidder fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Bidder refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Bidder's performance bond, letter of credit, or other security acceptable to the City).

1.06 The Bidder shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Bidder shall promptly authorize and have delivered such statement to the City.

1.07 The Bidder authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Bidder's insurance agents, brokers, surety,

and insurance carriers.

1.08 All insurance coverage of the Bidder shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Bidder in this Agreement.

1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.

1.11 The insurance coverage and limits required of the Bidder under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Bidder. The Bidder alone shall be responsible for the sufficiency of its own insurance program. Should the Bidder have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

1.12 During the Term of this Agreement, the City and its agents and Bidders may continue to engage in necessary business activities during the operations of the Bidder. No personal property owned by City used in connection with these business activities shall be considered by the Bidder's insurance company as being in the care, custody, or control of the Bidder.

1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Bidder shall be responsible for all deductibles and self-insured retentions.

1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Bidder.

1.17 If the Bidder utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Bidder will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Bidder. In addition, the Bidder will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Bidder contained within this Agreement. The Bidder shall obtain Certificates of Insurance comparable to those required of the Bidder from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Bidder's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate the Bidder from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Bidder for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS**

2.01 All requirements in this Insurance Section shall be complied with in full by the Bidder unless excused from compliance in writing by the City.

2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this

Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

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

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

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

Bodily Injury &	$1,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

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

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

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

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

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

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

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

In the event any work under this Contract is performed by a Subcontractor, the Bidder shall be responsible for any liability directly or indirectly arising out of the work performed by the Subcontractor; to the extent such liability is not covered by the Subcontractor's insurance.

The City and Engineer, their officers, agents, and employees shall be named as Additional Insured's on the Bidder's and any Subcontractor's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

E. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

35. INDEMNITY

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the City of Key West, its officers, employees, and agents, from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and court costs, to the extent caused by the negligent acts or omissions of the Bidder, its subcontractors, or any person directly or indirectly employed or utilized by them in the performance of the Work under this Contract. This indemnity shall not apply to the extent of the negligence of the City, its officers, employees, or agents. The parties acknowledge and agree that this indemnification is part of the consideration for this Contract and that the monetary limitation on the extent of the indemnification shall be the greater of (a) the insurance coverage required under this Contract, or (b) one million dollars ($1,000,000.00) per occurrence. The parties further agree that this amount bears a reasonable commercial relationship to the Contract.

Nothing contained herein shall be construed as a waiver of the City's sovereign immunity or the limits of liability set forth in section 768.28, Florida Statutes. The indemnification obligations under this Contract shall not be restricted in any way by any limitation on the type or amount of damages, compensation, or benefits payable by or for the Bidder under workers' compensation acts, disability benefits acts, or other employee benefit laws, and shall extend to and include any actions brought by or in the name of any employee of the Bidder or of any third party to whom the Bidder may subcontract any portion of the Work. This indemnification shall survive and continue beyond the date of completion or termination of the Work.

36. EXCLUSION OF BIDDER CLAIMS

In performing its obligations, the Engineer and its consultants may cause expenses for the Bidder or its Subcontractors and equipment or material suppliers. However, those parties and their Sureties shall maintain no direct action against the Engineer, its officers, employees, agents, and consultants for any claim arising out of, in connection with, or resulting from the Engineering services performed or required to be performed.

37. TAXES AND CHARGES

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

38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

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

A. The Contractor shall enroll in and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired during the term of this Contract, as required by § 448.095, Florida Statutes.

   The Contractor shall also require all subcontractors performing work under this Contract to use E-Verify for all newly hired employees and shall secure from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Copies of such affidavits shall be maintained by the Contractor and provided to the City upon request.

   If the Contractor fails to comply with this section, the City may suspend or terminate the Contract for cause and the Contractor shall be liable for any additional costs incurred by the City to complete the work.

39. CODES, ORDINANCES, PERMITS AND LICENSES

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

The Contractor shall comply with § 556.105, Florida Statutes (Sunshine 811). The Contractor shall notify Sunshine 811 not less than two full business days before commencing any excavation and shall maintain and protect all utility locate marks during the course of the Work.

Any damage to underground utilities resulting from failure to comply with Sunshine 811 requirements shall be the sole responsibility of the Contractor, including all costs of repair and any associated fines, penalties, or damages.

NOISE ORDINANCE

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

40. SUPERINTENDENCE

The Bidder shall keep at the project, competent supervisory personnel. The Bidder shall designate, in writing and before starting work, a project Superintendent who shall be an employee of the Bidder and shall have complete authority to represent and to act for the Bidder. The Engineer shall be notified in writing prior to any change in Superintendent assignment. The Bidder shall give efficient supervision to the work, using their best skill and attention. The Bidder shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under the Contract. It is specifically understood and agreed that the Engineer, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, procedures, or for providing adequate safety precautions in connection with the work under Contract. The Bidder shall keep at the project site, competent supervisory personnel, able to read, write and speak English to effectively communicate with City staff.

Superintendent shall have, but not be limited to, the following responsibilities:

- **Project Oversight**: Monitor and supervise all construction activities to ensure compliance with safety standards, quality specifications, and timelines.
- **Coordination**: Ensure coordination among all contractors, subcontractors, and other stakeholders working on the site, including the management of communication and documentation.
- **Quality Control**: Oversee quality control procedures and ensure that construction materials, techniques, and workmanship meet the standards outlined in the project specifications.
- **Safety Compliance**: Ensure the enforcement of health, safety, and environmental regulations, including the establishment and maintenance of safety protocols on the worksite.
- **Progress Reporting**: Regularly report on the progress of the project, including the status of works, issues, delays, and any adjustments to the work schedule or budget.
- **Inspection and Approval**: Conduct inspections and review completed works to verify compliance with project specifications, approving works for payment and further stages as required.
- **Problem Resolution**: Address and resolve any issues or disputes arising during the course of

the project, including design discrepancies, performance delays, or unforeseen site conditions.

- **Liaison with Authorities**: Maintain direct communication with relevant regulatory authorities to ensure that all required permits, inspections, and approvals are obtained.

- **Project On-Site Requirements**: The Superintendent must remain on site during regular working hours and should not leave the site unattended during this time.

41. RECEPTION OF ENGINEER'S COMMUNICATIONS

The superintendent shall receive form the Bidder all communications from the Engineer. Communications of major importance will be confirmed in writing upon request from the Bidder.

The Engineer may schedule project meetings for the purposes of discussing and resolving matters concerning the various elements of the work. The Time and place for these meetings and the names of persons required to be present shall be as determined by the Engineer. The Bidder shall comply with these attendance requirements and shall also require their Subcontractors to comply.

42. SAFETY

The Bidder shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor, and Occupational Safety and Health Administration (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Bidder's failure to thoroughly familiarize themselves with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

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

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

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

A. When any trench excavation equal to or greater than five (5) feet in depth is required under this Contract, the Contractor shall comply with the Florida Trench Safety and with OSHA 29 C.F.R. Part 1926, Subpart P.

   The Contractor shall, prior to beginning excavation, submit a Trench Safety Compliance Form identifying the specific trench safety system to be utilized and certifying compliance with applicable law. The Contractor shall separately identify all direct costs attributable to trench safety measures in its bid and schedule of values.

   Failure to submit the Trench Safety Compliance Form, or to maintain and implement the identified trench safety system during construction, shall constitute a material breach of contract and grounds for suspension or termination.

OCCUPATIONAL SAFETY AND HEALTH

The Bidder 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 Bidder with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this contract.

43. PROTECTION OF WORK AND PROPERTY

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

44. RESPONSIBILITY OF BIDDER TO ACT IN AN EMERGENCY

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

HISTORIC PRESERVATION

The Bidder 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. If applicable, the Bidder shall comply with all federal requirements pertaining to historic preservation, this will include but is not limited to, any requirements called for in the National Historic Preservations Act of 1966.

45. MATERIALS AND APPLIANCES

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

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

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

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

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

47. SUBSTITUTION OF MATERIALS

Except for City-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary

name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design and shall be deemed to be followed by the words "or equal". The Bidder may, in such cases, submit complete data to the Engineer for consideration of another material, type, or process that shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Engineer will be the sole judge of the substituted article or material.

48. TESTS, SAMPLES, AND OBSERVATIONS

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

The City, Engineer, and authorized government agents, and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress, and the Bidder shall provide facilities for such access and for observations, including maintenance of temporary and permanent access.

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

49. ROYALTIES AND PATENTS

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

50. BIDDER'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than three (3) months, through no act or fault of the Bidder, its Subcontractors, or respective employees or if the Engineer should fail to make recommendation for payment to the City or return payment request to Bidder for revision within thirty (30) days after it is due, or if the City should fail to pay the Bidder within 30 days after time specified in Article; *Partial Payments*, any sum recommended by the Engineer, then the Bidder may, upon fifteen (15) days' written notice to the City and the Engineer, stop work or terminate this contract and recover from the City payment for all acceptable work performed and reasonable termination expenses, unless said default has been remedied.

51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

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

The Bidder further assumes responsibility for a similar guarantee for all work and materials provided by Subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article; *Substantial Completion*, and Article; *Substantial*

Completion Date, in these General Conditions.

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

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

Following execution of the contract, the Bidder shall meet with the City and Engineer relative to their arrangements for prosecuting the work.

53. SCHEDULES AND PROGRESS REPORTS

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

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

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

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

54. PROSECUTION OF THE WORK

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

If the Bidder desires to carry on work at night or outside the regular hours, they shall give timely notice to the Engineer to allow satisfactory arrangements to be made for observing the work in progress. However, a request to work at night does not constitute approval, approval will need to be granted by the City prior to work being conducted at night.

55. CITY'S RIGHT TO RETAIN IMPERFECT WORK

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

56. CITY'S RIGHT TO DO WORK

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

57. CITY'S RIGHT TO TRANSFER EMPLOYMENT

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

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

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

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

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

58. DELAYS AND EXTENSION OF TIME

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

Delays in delivery of equipment or material purchased by the Bidder or their Subcontractors, including City-selected equipment shall not be considered as a just cause for delay, unless the City determines that for good cause the delay is beyond the control of the Bidder. The Bidder shall be fully responsible for the timely ordering, scheduling, complete the work is the per-diem rate, as stipulated in the Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs, which may be accrued by the City after the expiration of the time of completion. It is expressly understood and

agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Bidder. The City shall have the right to deduct such damages from any amount due, or that may become due to the Bidder, or the amount of such damages shall be due and collectible from the Bidder or Surety.

59. DIFFERING SITE CONDITIONS

The Bidder shall promptly, and before the conditions are disturbed, give a written notice to the City and Engineer of:

A. Subsurface or latent physical conditions at the site, which differ materially from those indicated in this contract,

B. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

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

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

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

60. LIQUIDATED DAMAGES

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

61. OTHER CONTRACTS

The Bidder shall provide reasonable opportunities for other Bidder s to introduce and store their materials, as well as to carry out their work. Additionally, the Bidder shall ensure proper coordination and connection of their work with that of others.

If any portion of the work under this contract relies on the work of another Bidder, utility service company, or the City for proper execution or outcomes, the Bidder is required to inspect and promptly notify the Engineer in writing of any visible defects or deficiencies in such work that would render it unsuitable for proper execution and results. Failure to report such issues will be deemed as the Bidder 's acceptance of the other work as fit and suitable for integration with the work under this contract, except for any hidden or non-apparent defects or deficiencies.

62. USE OF PREMISES

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

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

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

63. SUBSTANTIAL COMPLETION DATE

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

64. PERFORMANCE TESTING

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

65. CITY'S USE OF PORTIONS OF THE WORK

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

66. CUTTING AND PATCHING

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

67. CLEANING UP

The Bidder shall be responsible for maintaining the cleanliness of the work site throughout the duration of the seawall project. This includes, but is not limited to, keeping both the property on which the work is being conducted and any adjacent properties free from any accumulations of waste material, debris, or rubbish resulting from the Bidder's operations. The Bidder shall ensure that all waste materials, such as construction debris, packaging materials, discarded tools, and other refuse, are regularly removed and properly disposed of in accordance with local regulations and environmental standards.

The Bidder shall implement necessary measures to prevent the accumulation of waste, including the use of designated waste containers, regular disposal schedules, and any other methods deemed appropriate for maintaining a clean and organized work environment. The Bidder shall take all reasonable steps to prevent any waste materials from encroaching onto adjacent properties, public spaces, or water bodies during the course of the project.

Upon completion of the work, the Bidder is required to remove all temporary structures, equipment, machinery, waste materials, and rubbish associated with the project. This includes the disposal or recycling of all construction debris and the cleaning of the work area to a condition that is clear of any debris or hazardous materials. The Bidder shall restore the work site, including adjacent properties, to a clean, safe, and orderly condition suitable for its intended use. Any failure to remove waste or clean the site in a satisfactory manner may result in the City withholding payment until the required clean-up is completed to the satisfaction of the Engineer.

The Bidder shall be responsible for any costs associated with the removal of waste materials and the restoration of the work area, including any fines or penalties resulting from improper disposal practices or failure to comply with waste management regulations.

PAYMENT

68. PAYMENT FOR CHANGE ORDERS

The City's request for quotations on alterations to the work shall not be considered authorization to proceed with the work expediting, delivery, and installation of all equipment and materials. Within a reasonable period after the Bidder submits to the City a written request for an extension of time, the Engineer will present written opinion to the City as to whether

an extension of time is justified, and, if so, their recommendation as to the number of days for time extension. The City will make the final decision on all requests for extension of time.

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

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

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

A. UNIT PRICES

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

B. LUMP SUM

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

C. COST REIMBURSEMENT WORK

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

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

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the City.
2. Material delivered and used on the designated work, including sales tax, if paid by the Bidder or Subcontractor.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of $100. Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.
4. Additional bond, as required and approved by the City.
5. Additional insurance (other than labor insurance) as required and approved by the City.

In addition to 1 through 5 above, an added fixed fee of fifteen (15) percent (%) for general overhead & profit shall be

allowed for the Bidder (or approved Subcontractor) executing the Cost Reimbursement work.

An additional fixed fee of five (5) percent (%) will be allowed the Bidder for the administrative handling of portions of the work that are executed by an approved Subcontractor. No additional fixed fee will be allowed for the administrative handling of work executed by the Subcontractor of a Subcontractor.

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

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

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

69. PARTIAL PAYMENTS

A. GENERAL

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

B. ESTIMATE

No more than once each month the Bidder shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work and request payment. As used in this Article the words "amount earned" means the value, on the date of the estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. Payment will be made by the City to the Bidder in accordance with the Local Government Prompt Payment Act, §218.70–.80, Fla. Stat., which requires payment of undisputed, properly submitted invoices within twenty (20) business days after receipt, or within twenty-five (25) business days if an agent must first approve the invoice.

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

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

1. The work is defective, or completed work has been damaged requiring correction or replacement.

2. Written claims have been made against City or Liens have been filed in connection with the work;

3. The Contract Price has been reduced because of Change Orders;

4. City has been required to correct defective work or complete the work in accordance with Article; *City's Right To Do Work* Of Bidder's unsatisfactory prosecution of the work in accordance with the Contract Documents; or

6. Bidder's failure to make payment to Subcontractors or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

Deductions from the estimate will be as described below:

1. The City may withhold retainage on progress payments, but the rate of retainage shall not exceed five (5) percent of any progress payment in compliance with §218.735(8), Fla. Stat.

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below:

1. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than two hundred dollars ($200) for any one item.

2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Bidder to include a list of such materials on the Partial Payment Request. At their sole discretion, the Engineer may approve items for which partial payment is to be made. Partial payment shall be based on the Bidder's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and protection shall be provided by the Bidder, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Bidder, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

3. Bidder warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to City at the time of payment free and clear of all liens, claims, security interests, and encumbrances.

4. If requested by the Engineer, the Bidder shall provide, with subsequent pay requests, invoices receipted by the supplier showing payment in full has been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Bidder from the amount earned the amount due will be made payable to the Bidder. Recommendations for payment received by the City less than forty (40) days prior to the scheduled day for payment will not be processed or paid until the following month. Payments shall be made consistent with the Local Government Prompt Payment Act timelines in §218.735, Fla. Stat.

F. PROMPT PAYMENT ACT

The parties agree this Contract is subject to the Local Government Prompt Payment Act, §218.70–.80, Fla. Stat. The City shall pay undisputed, properly submitted invoices within 20 business days of receipt (or 25 business days if an agent must first approve), and shall timely reject any improper invoice in writing within 20 business days, stating the deficiencies. Disputes shall follow the Contract's dispute procedure or §218.76(2) if none applies. The City and Contractor shall develop a single list of items required for completion under §218.735(7) and, within 20 business days after the list is created, the City shall pay the remaining balance, including all retainage, less 150% of the cost to complete

listed items. Retainage withheld by the City shall not exceed 5% of any progress payment. Late payments bear interest at 2% per month or the contract rate, whichever is greater.

70. CLAIMS FOR EXTRA WORK

In any case where the Bidder deems additional time or compensation will become due to them under this contract for circumstances other than those defined in Article; *Delays And Extension Of Time*, the Bidder shall notify the Engineer, in writing, of their intention to make claims for such time or compensation before they begin the work on which they base d the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. If such notification is not given or if the Engineer is not afforded proper facilities by the Bidder for keeping strict account of actual cost, then the Bidder hereby agrees to waive the claim for such additional time or compensation. Such notice by the Bidder, and fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

No extension of time will be granted to the Bidder for delays resulting from extra work that have no measurable impact on the completion of the total work under this Contract. Claims for additional time or compensation shall be made in itemized detail and submitted, in writing, to the City and Engineer within ten (10) days following completion of that portion of the work for which the Bidder base their claim. Failure to make the claim for additional compensation in the manner and within the time specified above shall constitute waiver of that claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article; *Payment For Change Orders*.

71. RELEASE OF LIENS OR CLAIMS

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

72. FINAL PAYMENT

Upon completion of the work, the Bidder shall notify the Engineer, in writing, that they have completed all required work and shall request final payment. The Bidder shall be responsible for keeping an accurate and detailed record of their actual construction. Upon completion of construction and before final acceptance and payment the Bidder shall furnish the Engineer as-built drawings of construction. Upon receipt of a request for final payment and the as-built drawings the Engineer will inspect and, if acceptable, submit to the City their recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Bidder. Upon approval of this final estimate by the City and compliance by the Bidder with provisions in Article; *Release Of Liens Or Claims*, and other provisions as may be applicable, the City shall pay to the Bidder all monies due to them under the provisions of these Contract Documents.

Acceptance and Final Payment

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

1. The Bidder has agreed in writing to accept the balance due or refund the overpayment, as determined by the City, as full settlement of their account under the contract and of all claims in connection therewith, or the Bidder, accepted the balance due or refunded the overpayment, as determined by the City, with the stipulation that their acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Bidder and the City. To receive payment based on a Final Payment Certificate, the Bidder 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 they will commence with any such arbitration claim or suit within fifteen (15) calendar days from and after the time of final Payment of the work and that their failure to file a formal claim within this period constitutes full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Bidder, if required, will be considered a part of any Acceptance Letter executed.

2. The Bidder has properly maintained the project, as specified hereinbefore.

3. The Bidder has furnished a sworn affidavit to the effect that the Bidder 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 Bidder has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the City in the performance of the contract.

4. Final payment will not be released until the City receives Certified As-built drawings in Auto Cad & Adobe format as well as:

As-Built Drawing Standards:

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

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

Interfaces and Integrations:

The City of Key West uses a number of software applications critical to its core operation and mission. The proposed mobile asset data collection solution will need to interface or integrate with these existing platforms.
- Arc Collector-ArcGIS Online - ArcMap 10.2

73. NO WAIVER OF RIGHTS

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

74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

75. VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any legal proceeding arising out of or relating to this contract shall be brought exclusively in the state courts of Monroe County, Florida. The parties hereby consent to the jurisdiction and venue of such courts.

76. TERMINATION FOR CONVENIENCE

The City may terminate this Contract, in whole or in part, for convenience at any time by providing the Bidder with ten (10) days' written notice of termination. Such notice shall specify the extent and effective date of the termination.

Upon receipt of the notice of termination for convenience, the Bidder shall:

1. Immediately stop work under the Contract on the date specified in the notice (or as otherwise directed by the City).

2. Be entitled to compensation for the cost of all work performed, including materials or services properly delivered or installed, up to the effective date of termination.

3. Not be entitled to any amount for anticipated profit, overhead, or other damageson work not yet performed, or any consequential, indirect, or special damages arising from such termination for convenience.

77. TERMINATION FOR CAUSE

The City may terminate this Contract for cause if the Bidder:

1. Materially breaches any provision of this Contract and fails to cure such breach within 15 days after receiving written notice from the City specifying the nature of the breach;

2. Fails to maintain the required insurance or licenses;

3. Persistently disregards laws, ordinances, or regulations applicable to the performance of work; or

4. Otherwise fails to diligently prosecute the work in accordance with the provisions of this Contract.

If the Contract is terminated for cause, the City may:

1. Take possession of the premises and all materials, tools, and equipment thereon;

2. Finish the work by whatever method the City deems expedient, and the Bidder shall be liable for any excess costs incurred by the City to complete the work;

3.Withhold any further payments to the Bidder until the work is completed and all costs are accounted for;

4. Pursue any other remedies available at law or in equity.

78. AUTHORITY TO TERMINATE

The City's authority to terminate under this Contract resides in the City Manager. Any termination hereunder must be signed in writing by that official (or by such official's authorized designee).

In the event that the Contract is terminated by an official who lacks explicit authority, such termination may be subject to ratification by the City Commission or another governing body. If ratified, the termination will be deemed valid as if it were originally executed by the proper authority.

79. SETTLEMENT UPON TERMINATION

If terminated for convenience, the Bidder shall submit an invoice to the City detailing all costs incurred up to the effective date of termination, including any demobilization costs. The City shall review and approve such costs, subject to verification and audit if necessary.

Except as provided in Section 76, the City shall have no liability for any additional costs, lost profits, or damages of any kind resulting from termination under this Article, whether for convenience or cause.

80. NOTICE OF TERMINATION

Any notice of termination shall be provided by certified mail, return receipt requested, overnight courier, or personal delivery, and shall be deemed effective upon receipt. The notice shall be sent to the address of record for the Bidder as specified in this Contract.

81. SEVERABILITY AND SURVIVAL

If any provision of this Contract is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remainder of the Contract shall remain in full force and effect.

The provisions relating to indemnification, public records, warranties, and any other provisions intended by their nature to survive shall remain binding after the expiration or termination of this Contract.

82. NO THIRD-PARTY BENEFICIARIES

This Contract is solely for the benefit of the City and the Bidder. No other person or entity shall be considered a third-party beneficiary of any provision, nor have any claim under this Contract.

83. SOVEREIGN IMMUNITY

1. No Waiver of Immunity or Protections

The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing in this Contract shall be construed as a waiver of the City's sovereign immunity or of any protections provided under Section 768.28, Florida Statutes, or as an expansion of any limited waiver of immunity provided therein.

2. No Third-Party Rights

This Contract is solely for the benefit of the City and the Bidder. It is not intended to, and shall not, create or grant any rights, contractual or otherwise, to any person or entity not a party to this Contract. The Bidder's indemnification obligations do not create third-party beneficiary rights in any person not expressly named as an additional insured or indemnified party.

3. Indemnity Subject to Sovereign Immunity

All indemnification obligations under this Contract are subject to and limited by Florida law, including Section 768.28, Florida Statutes. No indemnification or hold-harmless obligation extends beyond the limitations and monetary caps set forth in Section 768.28, Florida Statutes, nor shall any term herein be construed as consent by the City to be sued by third parties in any matter arising out of this Contract.

84. Security Requirement (Navy Base)

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

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

IDENTIFICATION BADGE AND INSTALLATION ACCESS:

All Bidders, suppliers and vendors must have a Defense Biometric Identification System (DBIDS) credential for base access. Obtain access to the installation by participating in the DBIDS. Costs for obtaining passes through the DBIDS are the responsibility of the Bidder. One-day passes, issued through the Base Pass and Identification Office will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges.

This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Project manager.

DBIDS Program: Defense Biometric Identification System (DBIDS) increases installation security and communications by receiving frequent database updates on changes to personnel/credential status, law enforcement warrants, lost/stolen cards, and force protection conditions. The system provides a continuous vetting anytime the DBIDS card is scanned at an installation entry point. If you currently have a Navy Commercial Access Control System (NCACS) card, the following is required to get a DBIDS credential:

1. Present your NCACS Card and a completed copy of the SECNAV FORM 5512/1 to the base Visitor Control

Center representative.

2. The VCC will pull up your information in the computer, ensuring all information is current and correct.

3. Once your information is validated, a temporary DBIDS credential is provided.

4. Your temporary credential will have an expiration date, prior to which you will need to obtain your permanent DBIDS credential (~ 180 days).

5. For each additional U.S. Navy installation to which you need access, the first time you visit you only need to bring your DBIDS credential and statement of purpose for base access when arriving at the Visitor Control Center.

6. The representative will enter base access authorization and then you may proceed to work. 7. All other information can be found on the website: https://cnic.navy.mil/om/dbids.html
One-Day Passes: The City will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the DBIDS.

BIDDER SHOULD REQUEST THE LATEST UPDATE ON BASE ACCESS.

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

_____Day of _____, 2025.

CITY OF KEY WEST

By_____

Title_____

Bidder

By_____

Title_____

END OF SECTION

PART 3

DRAWINGS – SEPARATE ATTACHMENT