

# PROJECT MANUAL FOR:



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**ITB BID No.:18-008**

## **Truman Waterfront Building 103 Demolition**

**November 29, 2017**

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MAYOR: CRAIG CATES

COMMISSIONERS:

SAM KAUFMAN

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

RICHARD PAYNE

MARGARET ROMERO

PREPARED BY:  
City of Key West  
Engineering Services

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

# **Truman Waterfront Building 103 Demolition**

KEY WEST, FLORIDA

**November 29, 2017**

ITB BID No.: **18-008**

## **INFORMATION TO BIDDERS**

SUBJECT: INVITATION TO BID No. **18-008**

ISSUE DATE: November 11, 2017

MAIL OR SPECIAL  
DELIVERY REPOSSES TO: CITY CLERK'S OFFICE  
CITY OF KEY WEST  
1300 WHITE ST  
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE  
RECEIVED: NOVEMBER 29, 2017

NOT LATER THAN: 3:00 P.M. LOCAL TIME

DEADLINE FOR INQUIRIES: NOVEMBER 23, 2017  
FINAL ADDENDA SUBMITTED: NOVEMBER 27, 2017

DAVID SERMAK  
PURCHASING AGENT  
CITY OF KEY WEST



## THE CITY OF KEY WEST

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

MEMORANDUM

**To:** All Responsive Bidders

**From:** Kreed Howell, Senior Construction Manager

**Cc:** Jim Bouquet, Greg Veliz, Jim Scholl, Gary Volenec

**Date:** October 26, 2017

**Subject:** Truman Waterfront Building 103 Demolition

### Instructions to Bidders:

The City of Key West (City) is requesting quotes for the Demolition of Building 103 at the Truman Waterfront. All quotes shall be submitted to [lhowell@cityofkeywest-fl.gov](mailto:lhowell@cityofkeywest-fl.gov) no later than 3:00 pm, Wednesday, November 29, 2017. The CITY reserves the right to accept or reject any or all Proposals and to waive any informalities and irregularities in said Proposals. The award will be made by the Owner based on the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

To be considered responsive, all bidders will include the attached Proposal Form and a preliminary construction schedule, with a target start date of Monday, January 1, 2018. All work including off-site removal of debris shall be complete by Friday April 1, 2018. All questions or comments should be emailed to the above referenced email address no later than 5:00 pm Thursday November 23, 2017. Once all the questions have been received an email with the appropriate responses will follow no later than 12:00 pm Monday November 27, 2017.

### Summary of Work:

#### GENERAL

#### 1. WORK INCLUDED

- a. Contractor, using an EPA/Florida certified lead-based paint (LBP) abatement company, shall remove all LBP from the interior and exterior of Building 103. Contractor shall analyze removed paint for Toxicity Characteristic Leaching Procedure (TCLP) concentrations and determine hazardous or non-hazardous disposal. Based bid price shall assume hazardous disposal, with deductive alternate price should the materials be determined non-hazardous.
- b. The Contractor will furnish all material, equipment, machinery, and labor to demolish Building 103 located at 103 Quay Road in the Truman Waterfront Park, Key West, Florida. Building demolition will include demolition of the

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



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MEMORANDUM

- c. vertical structure, raised concrete curbing and other improvements higher than the existing finish floor elevation (FFE). All demolition debris and materials stored/present within the limit of work with exception of palletted wood and auditorium seating shall be disposed/recycled off-site by the Contractor. The building foundation/slab will remain.
- d. Contractor shall backfill recessed trenches and pits within the foundation with #57 stone (or clean concrete crushed to similar gradation) to the FFE.
- e. Contractor shall secure and pay for permits necessary for proper execution and completion of the work and shall ensure that all Federal, State, and Local codes are followed. Permits include, but not limited to, City of Key West Demolition Permit and Florida Department of Environmental Protection (FDEP) National Emission Standards for Hazardous Air Pollutants (NESHAPS).
- f. Contractor shall be responsible to properly disconnect, cap, remove, and/or relocate all utilities prior to commencement of demolition.
- g. The Owner will remove palletted wood and auditorium seating prior to Contractor mobilization.
- h. Contractor shall take the necessary steps to secure the site including fencing, barricades, and/or security before, during and after demolition to prevent entry by unauthorized persons.
- i. Contractor shall coordinate with Truman Waterfront Park Phase IA General Contractor including, but not limited to, access and protection of adjacent work.
- j. Contractor shall be responsible for noise control including compliance with the City's noise ordinance and associated work periods.
- k. Contactor shall be responsible for dust control including containing visible emissions within the limit of work. Water mist will continually be applied as necessary to control dust. Water associated with dust control shall be contained within the limit of work.
- l. Contractor will be responsible for disposal/recycling of all material generated from demolition. Contractor will follow all Federal, State, and Local laws associated with removal, handling, hauling and disposal of material. This will include, but is not limited to, covering of loads during hauling, weight limits,



## THE CITY OF KEY WEST

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MEMORANDUM

proper permits, etc. Disposal of material, including burning, at the site is not permitted.

- m. The attached environmental report from Tetra-Tech contains information on asbestos, lead-based paint and Universal Waste materials identified at the site. Contractor shall be responsible for abatement/remediation, handling and disposal required by Federal, State, or Local regulations.
- n. Contractor will restore the site once demolition is complete. Restoration shall include but is not limited to:
  - i. Place 8 ounce non-woven geotextile fabric over backfilled trenches and pits. Fabric shall extend a minimum 24 inches beyond the edge of each trench/pit.
  - ii. Furnish and place six (6) inches of crushed limestone fill over slab. Taper at slab edges to meet existing grade at slope not to exceed 1:10.
  - iii. Compact limerock material to 95% Standard Proctor shall be provided. Contractor responsible for testing to document compaction.
  - iv. Design, furnish materials and install irrigation system will be installed to provide watering of new sod and trees. Connect to existing Park irrigation system. Irrigation improvements will be operated and demonstrated to provide 100% coverage of newly planted material within the Limit of Work.
  - v. Six (6) inches of clean imported topsoil shall be applied over slab limerock and all disturbed areas within the limit of work.
  - vi. Design, Furnish and Plant Additional Landscaping. Coordinate with Owner to develop vertical landscape plan, subject to approval by the City's Urban Forestry Manager. Provide additional irrigation as necessary. Total cost not to exceed \$25,000 landscaping allocation.

### 2. Additional Contractor's Duties:

- a. Provide an experienced, qualified, and competent Superintendent to oversee the Work. Prior to starting demolition, the proposed Superintendent's qualifications shall be submitted in writing to the Owner for approval. The approved Superintendent shall be expected to remain for the duration of the Project, unless the Owner deem him inadequate and requests his removal or the Contractor cannot continue his services to the Project for a reason or reasons that shall be communicated to the Owner. A replacement

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



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Superintendent shall be required to follow the same approval process as required for the original.

### Appendices:

- Appendix A: CKW Proposal Forms
- Appendix B: Contract Documents
- Appendix C: General Conditions
- Appendix D: Supplementary Conditions

### Attachments:

- Horn/AEC Existing Conditions Report
- Existing Conditions Drawings (Hayes)
- Tetra Tech Environmental Report
- Phase IA Site Plan

MEMORANDUM

## **PROPOSAL**

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

To: The City of Key West  
Address: 1300 White St, Key West, Florida 33040  
Project Title: DEMOLITION OF BUILDING 103

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

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

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

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

### **BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

### **CONTRACT EXECUTION AND BONDS**

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

### **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects Monday, January 1, 2018.

## **PROPOSAL (continued)**

### **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 Owner at the rate of \$500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

### **ADDENDA**

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

### **SALES AND USE TAXES**

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

### **LUMP SUM ITEMS**

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

**TOTAL LUMP SUM BASE BID:** \$ \_\_\_\_\_ (1)

**LANDSCAPE ALLOCATION:** \$ 25,000.00 (2)

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

\$ \_\_\_\_\_ Dollars & \_\_\_\_\_  
Cents *amount written in words*

**Landscape Allocation:** Design, Furnish and Plant Additional Landscaping. Coordinate with Owner to develop vertical landscape plan, subject to approval by the City's Urban Forestry Manager. Provide additional irrigation as necessary. Total cost not to exceed \$25,000 landscaping allocation.

### **BASE BID ADD OR DEDUCT ALTERNATES**

**NOTE:** OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED

BID ALTERNATES WILL BE A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

DEDUCTIVE ALTERNATE NO. 1: Following TCLP testing of removed lead based paint by CONTRACTOR under the Base Bid, if removed lead based paint is determined non-hazardous provide deductive price for non-hazardous disposal.

DEDUCT: \$\_\_\_\_\_.

**The Bidder shall submit a Schedule of Values with the Proposal. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.**

**Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the supplier's invoice plus 10 %.**

#### SUBCONTRACTORS

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

_____ <b>Name</b>			
_____ Trade		_____ Percent of Total Base Bid	
_____ Street	_____ City	_____ State	_____ Zip

_____ <b>Name</b>			
_____ Trade		_____ Percent of Total Base Bid	
<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>

_____ <b>Name</b>			
_____ Trade		_____ Percent of Total Base Bid	
<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>

#### SURETY

\_\_\_\_\_ whose address is  
\_\_\_\_\_  
Street \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

**BIDDER**

The name of the Bidder submitting this Proposal is

\_\_\_\_\_ doing business at  
\_\_\_\_\_  
Street \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**PROPOSAL (continued)**

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
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 \_\_\_\_\_ 2017.

(SEAL)

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

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

\*\*\*\*\*

# 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 \_\_\_\_\_, 2017.

NOTARY PUBLIC, State of \_\_\_\_\_ 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.

**PUBLIC ENTITY CRIMES (continued)**

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.)

**PUBLIC ENTITY CRIMES (continued)**

\_\_\_\_\_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 \_\_\_\_\_, 2017.

My commission expires:

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

\* \* \* \* \*

## **INDEMNIFICATION**

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

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

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

SEAL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* \* \* \* \*

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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to 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 \_\_\_\_\_, 2017.

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

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

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

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

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

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

\* \* \* \* \*

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

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

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

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

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
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 (attached).

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Sworn and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2017.

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

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

\* \* \* \* \*

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## **PART 2**

# **CONTRACT FORMS**

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## CONTRACT

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

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

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

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **Building 103 Demolition, Key West, Florida** to the extent of the Bid made by the Contractor, dated the day of \_\_\_\_\_ 2017, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS AND SCOPE OF WORK.

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

The Contractor agrees to complete the work within 14 calendar days with ALL work complete and final invoice submitted to the CITY no later than February 2, 2018.

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

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages for BASE BID shall be paid at a rate of \$500.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

CITY OF KEY WEST

By\_\_\_\_\_

Title\_\_\_\_\_

CONTRACTOR

By\_\_\_\_\_

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 CONTRACTOR (Principal), and

\_\_\_\_\_  
with offices at \_\_\_\_\_  
a corporation duly organized and existing under and by virtue of the laws of the State of  
Florida, hereinafter called the SURETY, and authorized to transact business within the State of  
Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter  
called the CITY (Obligee), in the sum of:

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

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

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

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation  
there under, including the Contract Documents (which include the scope of work and conditions  
as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as  
accepted by the above CITY, the bid and contract performance and payment bonds, and all  
addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference,  
at the times and in the manner prescribed in the contract; and

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

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

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

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

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

**IN WITNESS WHEREOF**, the above parties bonded together have executed this instrument

this \_\_\_\_\_ day of \_\_\_\_\_, 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.

**CONTRACTOR**

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

(SEAL)

ATTEST

**SURETY**

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

(SEAL)

ATTEST

**FLORIDA PAYMENT BOND**

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

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

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

with offices at \_\_\_\_\_  
hereinafter called the CONTRACTOR, (Principal), and

\_\_\_\_\_

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

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_

\_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

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

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

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

**RFP BUILDING 103 DEMOLITION** attached hereto, with the CITY, dated

\_\_\_\_\_, 20\_\_\_\_, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

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

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

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

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

**IN WITNESS WHEREOF**, the above parties bounded together have executed this instrument

this \_\_\_\_\_ day of \_\_\_\_\_, 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.

**CONTRACTOR**

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

(SEAL)

ATTEST

**SURETY**

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

(SEAL)

ATTEST

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## **PART 3**

# **CONDITIONS OF THE CONTRACT**

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# **GENERAL CONDITIONS CONTENTS**

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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 Proposal for the work contemplated.

### **4. CONTRACT DOCUMENTS**

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

### **5. CONTRACTOR**

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

### **6. CONTRACT COMPLETION**

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

### **7. DAYS**

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

### **8. DRAWINGS**

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

### **9. ENGINEER**

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

### **10. NOTICE**

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

### **11. OR EQUAL**

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

### **12. OWNER**

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

### **13. PLANS (See Drawings)**

#### **14. SPECIFICATIONS**

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

#### **15. NOTICE TO PROCEED**

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

#### **16. SUBSTANTIAL COMPLETION**

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

#### **17. WORK**

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

#### **18. INTENT OF CONTRACT DOCUMENTS**

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

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

#### **19. DISCREPANCIES AND OMISSIONS**

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

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

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

#### **CONTRACT DOCUMENTS**

Addenda shall take Precedence over all sections referenced

therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

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

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

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

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

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

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

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

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

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

## **23. ADDITIONAL CONTRACT DOCUMENTS**

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

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

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

## **THE ENGINEER**

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

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

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

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

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

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

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

ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or Procedures of construction, or the safety Precautions and Programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the Contract Documents.

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

any of the work.

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

## **28. REJECTED WORK**

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

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

## **29. LINES AND GRADES**

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

### **30. SUBMITTALS**

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

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

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

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

writing to revisions other than the corrections called for by ENGINEER on Previous submittals.

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

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

### **31. DETAIL DRAWINGS AND INSTRUCTIONS**

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

### **THE CONTRACTOR AND HIS EMPLOYEES**

#### **32. CONTRACTOR, AN INDEPENDENT AGENT**

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

#### **32. (a) ASSIGNMENT OF CONTRACT**

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

### **33. SUBCONTRACTING**

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

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

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

### **34. INSURANCE AND LIABILITY**

#### **A. GENERAL**

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

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

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

#### **B. CONTRACTOR AND SUBCONTRACTOR INSURANCE**

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

#### **C. COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE**

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

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

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

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

The OWNER and ENGINEER, their officers, agents, and employees shall be named as Additional Insured’s on the CONTRACTOR’s and any SUBCONTRACTOR’s general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

#### **E. BUILDERS RISK ALL RISK INSURANCE**

Unless otherwise modified in the Supplementary Conditions, the CONTRACTOR shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance coverage in an amount equal to the full value of the facilities under construction. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the results of faulty workmanship or design, and all other normally covered risks, and shall provide for losses to be paid to the CONTRACTOR, OWNER, and ENGINEER as their interests may appear.

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

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

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

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

#### **35. INDEMNITY**

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

#### **36. EXCLUSION OF CONTRACTOR CLAIMS**

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

connection with, or resulting from the engineering services performed or required to be performed.

#### **37. TAXES AND CHARGES**

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

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

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

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

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

#### **40. SUPERINTENDENCE**

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

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

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

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

#### **42. SAFETY**

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

The CONTRACTOR shall develop and maintain for the duration of this Contract, a safety Program that will effectively incorporate and implement all required safety Provisions. The CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the

safety Program. The duty of the ENGINEER to conduct construction review of the work does not include review or approval of the adequacy of the CONTRACTOR's safety Program, safety supervisor, or any safety measures taken in, on, or near the construction site. The CONTRACTOR, as a part of his safety Program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as Prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the Procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLETION DATE, in these General Conditions.

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

#### **PROGRESS OF THE WORK**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the CONTRACTOR should abandon the work or if he should persistently or repeatedly refuse or should fail to make prompt payment to SUBCONTRACTORS for material or labor, or to persistently disregard laws, ordinances, or to prosecute the work in conformance with the Contract Documents, or otherwise be guilty of a substantial violation of any Provision of the Contract or any laws or ordinance, then the OWNER may, without Prejudice to any other right or remedy, and after giving the CONTRACTOR and Surety 10 days' written notice, transfer the employment for said work from the CONTRACTOR to the

Surety. Upon receipt of such notice, such Surety shall enter upon the Premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract and employ by Contract or otherwise, any qualified person or persons to finish the work and Provide the materials therefore, in accordance with the Contract Documents, without termination of the continuing full force and effect of this contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.

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

#### **58. DELAYS AND EXTENSION OF TIME**

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

Progress of the work, may be considered as cause for an extension of Contract completion time.

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

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

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

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

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

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

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

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

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

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

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

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

## **62. USE OF PREMISES**

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

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

## **63. SUBSTANTIAL COMPLETION DATE**

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

## **64. PERFORMANCE TESTING**

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

## **65. OWNER'S USE OF PORTIONS OF THE WORK**

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

## **66. CUTTING AND PATCHING**

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

## **67. CLEANING UP**

The CONTRACTOR shall, at all times, keep Property on which work is in Progress and the adjacent Property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the CONTRACTOR shall remove all temporary structures, rubbish, and waste materials resulting from his operations.

## **PAYMENT**

### **68. PAYMENT FOR CHANGE ORDERS**

The OWNER's request for quotations on alterations to the work shall not be considered authorization to proceed with the work expediting, delivery, and installation of all equipment and materials. Within a reasonable period after the CONTRACTOR submits to the OWNER a written request for an extension of time, the ENGINEER will Present his written opinion to the OWNER as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The OWNER will make the final decision on all requests for extension of time.

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

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

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

#### **A. UNIT PRICES**

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

#### **B. LUMP SUM**

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

#### **C. COST REIMBURSEMENT WORK**

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

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

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the OWNER.
2. Material delivered and used on the designated work, including sales tax, if paid by the CONTRACTOR or his SUBCONTRACTOR.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100. Rental or equivalent rental cost will be allowed for only those days or

hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

4. Additional bond, as required and approved by the OWNER.
5. Additional insurance (other than labor insurance) as required and approved by the OWNER.

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

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

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

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

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

## **69. PARTIAL PAYMENTS**

### **A. GENERAL**

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

### **B. ESTIMATE**

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

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

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

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

### **C. DEDUCTION FROM ESTIMATE**

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

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

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

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

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

**E. PAYMENT**

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

**70. CLAIMS FOR EXTRA WORK**

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

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

**71. RELEASE OF LIENS OR CLAIMS**

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

## **72. FINAL PAYMENT**

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

## **73. NO WAIVER OF RIGHTS**

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

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

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

## **SUPPLEMENTARY CONDITIONS**

The General Conditions are hereby revised as follows:

### **ARTICLE 9 "ENGINEER"**

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

The person or organization identified as such in the Contract Documents. The Term "ENGINEER" means ENGINEER, ARCHITECT or his authorized representative.

### **ARTICLE 34 "INSURANCE & LIABILITY"**

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

Contractor shall maintain limits no less than those stated below:

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

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

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

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

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

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

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

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

Add the following Article:

#### G. SURETY AND INSURER QUALIFICATIONS

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

#### ARTICLE 35 "INDEMNITY"

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

##### INDEMNITY

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

expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

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

Add the following:

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

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

##### B. NOISE ORDINANCE

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

##### D. "LICENSES"

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

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

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

#### ARTICLE 42 "SAFETY"

Add the following sub article:

##### OCCUPATIONAL SAFETY AND HEALTH

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

#### ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

##### HISTORIC PRESERVATION

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

#### ARTICLE 57 "OWNERS RIGHT TO TRANSFER EMPLOYMENT"

Add the following Article:

##### TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- A. Owner shall have the right to terminate this Contract without cause by written notice of Termination to the Contractor. In the event of such termination for

convenience, the Contractor's recovery against the Owner shall be limited to that portion of the Contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred. Contractor shall not be entitled to any other or further recovery against the Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

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

#### ARTICLE 60 "LIQUIDATED DAMAGES"

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

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

#### ARTICLE 68 "PAYMENT FOR CHANGE ORDERS"

Add the following paragraphs

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

Payment of utility fees to Keys Energy Services and Florida Keys Aqueduct Authority (FKAA) shall be made by the Contractor as directed by Owner issuance of a written Work Directive. The utility fee allowance will be allocated based on direct reimbursement of utility fees without addition of any

markup, overhead, or profit by the Contractor. The Contractor shall make application for full reimbursement on the next scheduled application for payment. Retainage shall not be withheld on such reimbursement.

#### ARTICLE 69 "PARTIAL PAYMENTS"

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

No more than once each month the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work and request payment. As used in this Article the words "amount earned" means the value, on the date of the estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. Separate Application and Certification for Payment forms will be submitted for each Notice to Proceed.

#### ARTICLE 69 "PARTIAL PAYMENTS"

Add the following:

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

#### ARTICLE 69 "PARTIAL PAYMENTS"

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

##### DEDUCTION FROM ESTIMATE

The OWNER will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work. When the work for an individual Notice to Proceed is 90 percent complete, the OWNER may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date associated with that Notice to Proceed, provided the CONTRACTOR is making satisfactory progress and there is no specific cause for a greater retainage. The OWNER may reinstate the retainage up to 10 percent if the OWNER determines, at his discretion, that the CONTRACTOR is not making satisfactory progress or where there is other specific cause for such withholding. The remaining 5 percent will be held until final completion of the entire project.

## ARTICLE 69 "PARTIAL PAYMENTS"

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

### PAYMENT

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

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

## ARTICLE 72 "FINAL PAYMENT"

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

### FINAL PAYMENT

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

## ARTICLE 72 "FINAL PAYMENT"

Add the following;

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

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

retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (8) below.

The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the OWNER, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, accepted the balance due or refunded the overpayment, as determined by the OWNER, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the OWNER. To receive payment based on a FINAL PAYMENT CERTIFICATE, The Contractor further agrees, by submitting a FINAL PAYMENT CERTIFICATE that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original FINAL PAYMENT CERTIFICATE , and that he will commence with any such arbitration claim or suit within 15 calendar days from and after the time of final PAYMENT of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.

- 1 The Contractor has properly maintained the project, as specified hereinbefore.
- 2 The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the OWNER in the performance of the Contract.
- 3 The surety on the contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.
- 4 The Contractor has furnished all required mill tests and analysis reports to the Engineer.
- 5 The Contractor has furnished as-built drawings in AutoCAD and Adobe PDF, in accordance with all supplied data collections and files to be compatible with Esri ArcGIS 10.2.2 Software. The current computing environment consists of:
  - Microsoft SQL Server
  - Windows 7/Server 2008
  - ESRI GIS Platform

Interfaces and Integrations

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

- Arc Collector
- ArcGIS Online
- ArcMap 10.2

#### ADD ARTICLE 75 RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

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

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

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

\* \* \* \* \*



ATLANTIC  
ENGINEERING  
SERVICES

# Structural Condition Assessment Truman Water Front Park, Building 103 Key West, Florida

*Prepared For*

William P. Horn Architect, P.A.  
915 Eaton Street  
Key West, Florida 33040-6922

*Prepared By*

Atlantic Engineering Services of Jacksonville  
6501 Arlington Expressway, Building B, Suite 201  
Jacksonville, FL 32211

AES Project No. 314-192  
December 4, 2014



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December 4, 2014

Mr. William P. Horn, RA, LEED AP, BD+C  
William P. Horn Architect, P.A.  
915 Eaton Street  
Key West, Florida 33040-6922

Re: Structural Condition Assessment  
Truman Water Front Park, Building 103  
Key West, Florida

Project: #314-192

Dear Bill:

Atlantic Engineering Services of Jacksonville (AES) has completed its structural condition assessment of Building 103 at the Truman Water Front Park located in Key West, Florida. Our assessment consisted of a visual review of the structure on October 15 and 16, 2014, along with carbonation testing, chloride testing and concrete compression strength testing. Concrete chloride testing and compression testing were performed by AMEC Environment Infrastructure, Inc. and carbonation testing was performed by Atlantic Engineering Services of Jacksonville (AES). Present at the site were Ms. Olivia Elsworth, Ms. Elena Khranovskaya, Mr. William P. Horn, RA, LEED AP, BD+C and Mr. Mark J. Keister, P.E.

## **BACKGROUND**

Building 103 at Truman Water Front Park is a one-story, former central power plant of approximately 14,200 square feet constructed in 1941 with a central high bay and a gantry crane oriented east west, along with lower roofs on both sides to the north and south. The high bay, central roof consists of a concrete flat slab spanning between gabled concrete beams except for the westernmost slab, which is a ribbed concrete slab supported by concrete beams, that span between the end wall and the first gabled concrete beam. Supporting the gabled concrete beams are concrete columns. On either side of the high bay are lower monoslope concrete slabs that span between the crane beam and the exterior wall. At the northwest corner, the low roof consists of a ribbed concrete slab supported by concrete beams, supported by concrete columns. The crane beam is supported by concrete columns located at every other roof gabled, concrete beam with a low roof concrete beam that spans to a concrete column at the exterior wall. The ground floor is a concrete slab on grade with numerous equipment foundation remnants, pits and tunnels. The perimeter walls consist of concrete beams and columns infilled with stucco clad CMU. The north and south, high walls above the low roof at the westernmost bay is a concrete wall. On the south wall of the west end, there is a small lower roof addition with a wood framed roof supported by perimeter CMU walls. It is unknown what the foundations are, but they are either piles bearing on the shallow rock or shallow foundations bearing on the shallow rock. It is unknown at this time if the original construction drawings exist and are available.

## **OBSERVATIONS**

Our structural condition assessment consisted of a visual review of the structure. The survey plans (see Appendix A) approximately, locates deteriorated areas pinpointed during our survey. Concrete carbonation testing was determined at eight (8) locations, concrete chloride testing was determined at seven (7) locations and concrete compression strength testing was determined at seven (7) locations (see Appendix B). The testing locations are noted on the survey plans (see Appendix A).



Fresh concrete has a PH of approximately 12 to 13, which creates a layer of passivity on embedded reinforcing that protects the reinforcing from corrosion. With exposure to atmospheric carbon dioxide, concrete PH slowly decreases over time as carbon dioxide penetrates the concrete. When the concrete PH reduces to a value of about 9 to 10, the passivating layer protecting the reinforcing is destroyed and the reinforcing can corrode due to exposure to oxygen and water. The PH at all eight (8) locations is 9.5 or lower at the face of reinforcing and the concrete is no longer protecting the reinforcing from corrosion near the surface of the concrete.

Chlorides in concrete greatly accelerate corrosion and the lower the concrete PH, the greater the impact of chloride induced corrosion. Chloride content in concrete exposed to moisture should be less than .15% of Cl to weight of cement and the chloride corrosion threshold is 1.2 lbs. of chloride per cubic yard of concrete, which works out to .0317% Cl for concrete weighing 140 lbs. /cubic yard. Of the seven (7) samples tested for chlorides, all but one exceeded the chloride corrosion threshold and three (3), one in a column and two in the floor were very high in chloride content.

Of the seven (7) concrete cores tested for compression, the high strength was 4,920 psi and the low strength was 2,390 psi with an average strength of 3,539 psi. Three (3) of the cores are under 3,000 psi and all of these are in columns.

Approximately half of the columns from the low roof to the high roof are cracked and spalling with corroding reinforcing (see Photograph 1). Approximately half of the lower columns are cracked and spalling with corroding reinforcing (see Photographs 2 and 3). Of these lower columns, the majority are on the north side and several are spalled full height (see Photograph 2). Almost all of the concrete beams above the roof are cracked and spalling and several are severely spalled and deteriorated (see Photograph 4). At the high gable concrete beams, there are isolated areas of cracked and spalling concrete with corroding reinforcing (see Photograph 5). These areas are concentrated on the east and west ends of the building. The crane beam has extensive areas of cracked and spalling concrete with corroding reinforcing (see Photographs 6 and 7). Several of the areas are extensive. At the roof slabs, there are isolated areas of cracked and spalling concrete with corroding reinforcing (see Photographs 8 and 9). These areas are concentrated on the east and west ends of the building. The ribbed low roof slab at the northwest corner of the building has an old roof opening that was cut through two roof joists and was not properly framed (see Photograph 10). This condition will need to be properly framed. There is extensive cracked and spalling concrete with corroding reinforcing at the western high concrete walls (see Photograph 11). The exterior stucco is in poor condition with numerous cracks and areas of delamination (see Photograph 12). Many of these cracks are cracks in the CMU telegraphing through the stucco (see Photograph 13). The majority of the window sills have cracked grout and are in poor condition (see Photograph 14). The roof of the small, lower roof addition is in poor condition with a noticeable hole in it and the CMU walls are noticeably cracked with stair stepped, cracking (see Photographs 15 and 16). The ground floor has numerous pits, trenches, equipment pads and tunnels (see Photograph 17). Some of these may lead to the seawall. In general, the concrete slab on grade, ground floor and tunnel slabs are in good condition with no signs of distress.

## EVALUATION AND RECOMMENDATIONS

In general the structure is in fair condition with areas that are in poor condition. There is a great deal of concrete repair required for the columns and beams, and isolated areas of repair for the concrete slabs. The cut roof joists at the ribbed low roof slab, at the northwest corner of the building will require restructuring. The badly deteriorated concrete beams above the low roof should be removed since they are not needed to support rooftop equipment anymore.



The concrete appears to be carbonated to the face of reinforcing and contains chlorides in excess of the chloride corrosion threshold. In order to minimize future corrosion once the concrete repairs are complete, the building envelope needs to be properly, weather protected and the interior climate controlled to minimize moisture migrating to the reinforcing. If the structure is not kept climate controlled, the concrete should be treated with a corrosion inhibitor or an active (impressed current) cathodic protection system installed to protect the beams and the columns from an accelerated corrosion environment. The small lower roof addition is in poor condition and was not part of the original 1941 building. This addition will require a new roof and extensive masonry repair and possible underpinning. This addition should be considered for demolition, since it has less historical significance than the earlier constructed building.

#### OPINION OF PROBABLE CONSTRUCTION COST

Our opinion of the probable construction cost to complete the concrete repairs described in general above is Six Hundred Sixty One Thousand Nine Hundred Ninety Five and Seventy Three Cents (\$661,995.73) and is broken down as follows.

DESCRIPTION:		QUANTITY		UNIT PRICE		TOTAL PRICE
COLUMN REPAIR		308	C.F.	600.00	\$/C.F.	\$184,800.00
BEAM REPAIR		204	C.F.	600.00	\$/C.F.	\$122,400.00
SLAB REPAIR	68 S.F. (.25)	170	C.F.	600.00	\$/C.F.	\$102,000.00
WALL REPAIR	80 S.F (.5)	40	C.F.	600.00	\$/Ea.	\$24,000.00
ANODES		723	Each	45.00	\$/Each	\$32,535.00
<b><u>SUBTOTAL</u></b>						<b>= \$465,735.00</b>
GENERAL CONDITIONS	15%					= \$69,860.25
BONDS	3%					= \$16,067.86
TOTAL BUILDING						= \$551,663.11
CONTINGENCY	20%					= \$110,332.62
GRAND TOTAL						= \$661,995.73

This estimate does not include fees associated with engaging a qualified professional engineer to prepare bid documents and provide construction administration services.



## CONCLUSIONS

In general, the structure is in fair condition with areas that are in poor condition and portions that should be demolished. There is a great deal of concrete repair required throughout the structure and a portion of the low roof requires restructuring. The concrete is carbonated to the face of reinforcing and contains chlorides in excess of the chloride corrosion threshold. Concrete deterioration will accelerate until the concrete is repaired and the reinforcing protected from carbonation and chloride attack.

It has been a pleasure serving you as a consulting structural engineer. Please contact our office if there are any questions regarding this correspondence, or if you need any additional information.

Very truly yours,  
ATLANTIC ENGINEERING SERVICES OF JACKSONVILLE  
FLORIDA CERTIFICATE OF AUTHORIZATION #791

Mark J. Keister, P.E.  
Principal

MJK/drg



**PHOTOGRAPH 1**

**PHOTOGRAPH 2**





**PHOTOGRAPH 3**



**PHOTOGRAPH 4**



PHOTOGRAPH 5



PHOTOGRAPH 6



**PHOTOGRAPH 7**



**PHOTOGRAPH 8**



PHOTOGRAPH 9



PHOTOGRAPH 10



**PHOTOGRAPH 11**

**PHOTOGRAPH 12**





**PHOTOGRAPH 13**



**PHOTOGRAPH 14**



PHOTOGRAPH 15



PHOTOGRAPH 16



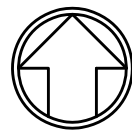
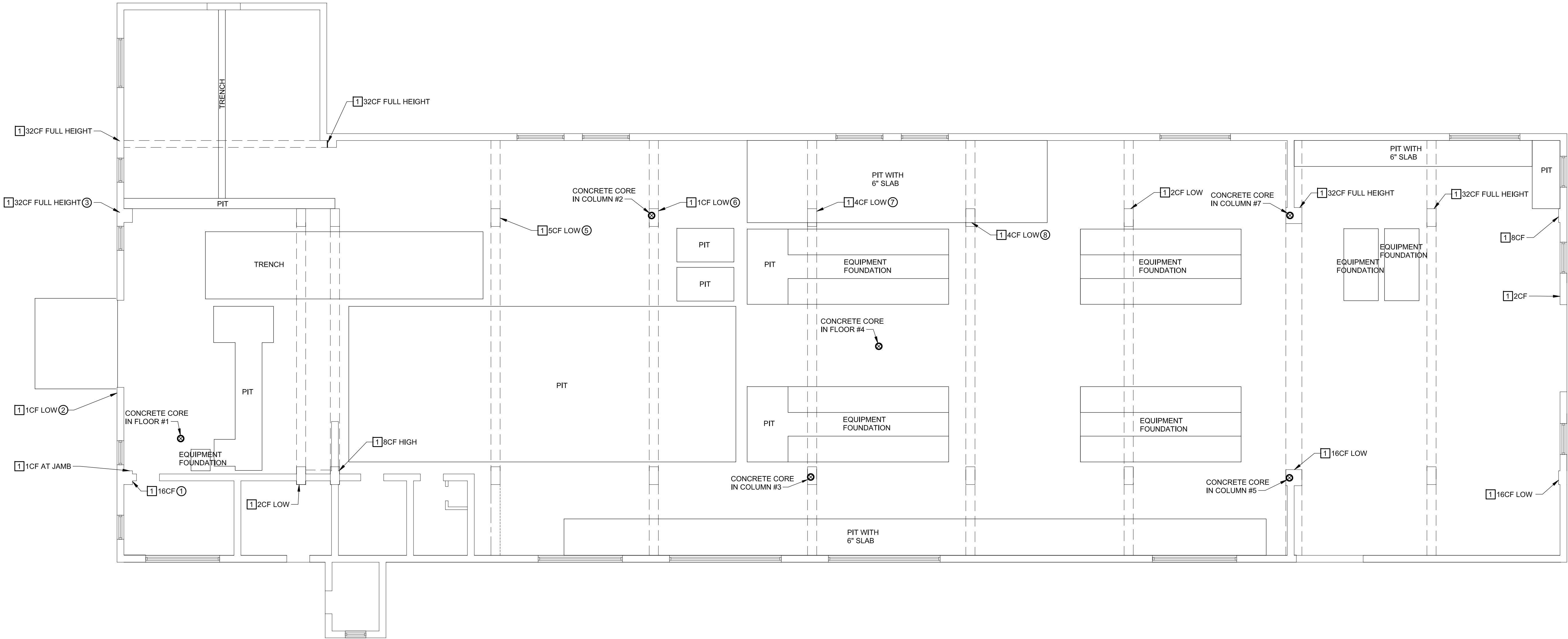
PHOTOGRAPH 17



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# **APPENDIX A**

## **SURVEY PLANS**

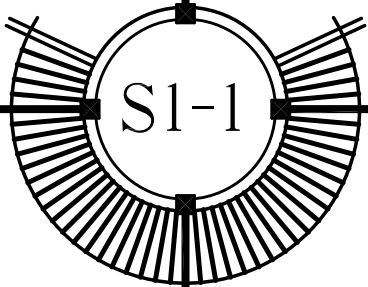


FOUNDATION AND FLOOR PLAN

SCALE: 1/8" = 1'-0"

SURVEY NOTES:

- 1 SPALLED COLUMN WITH EXPOSED CORRODING REINFORCING.
- 2 SPALLED BEAM WITH EXPOSED CORRODING REINFORCING.
- 3 SPALLED SLAB WITH EXPOSED CORRODING REINFORCING.
- 4 WALL SPALL WITH EXPOSED CORRODING REINFORCING.
- 5 CARBONATION TEST LOCATION.



WILLIAM P. HORN  
ARCHITECT , P.A.

915 EATON ST.  
KEY WEST,  
FLORIDA  
33040

TEL. (305) 296-8302  
FAX (305) 296-1033

LICENSE NO.  
AA 0003040



BUILDING 103  
TRUMAN WATERFRONT  
KEY WEST, FLORIDA

SEAL  
MARK J REISTER PE 37435

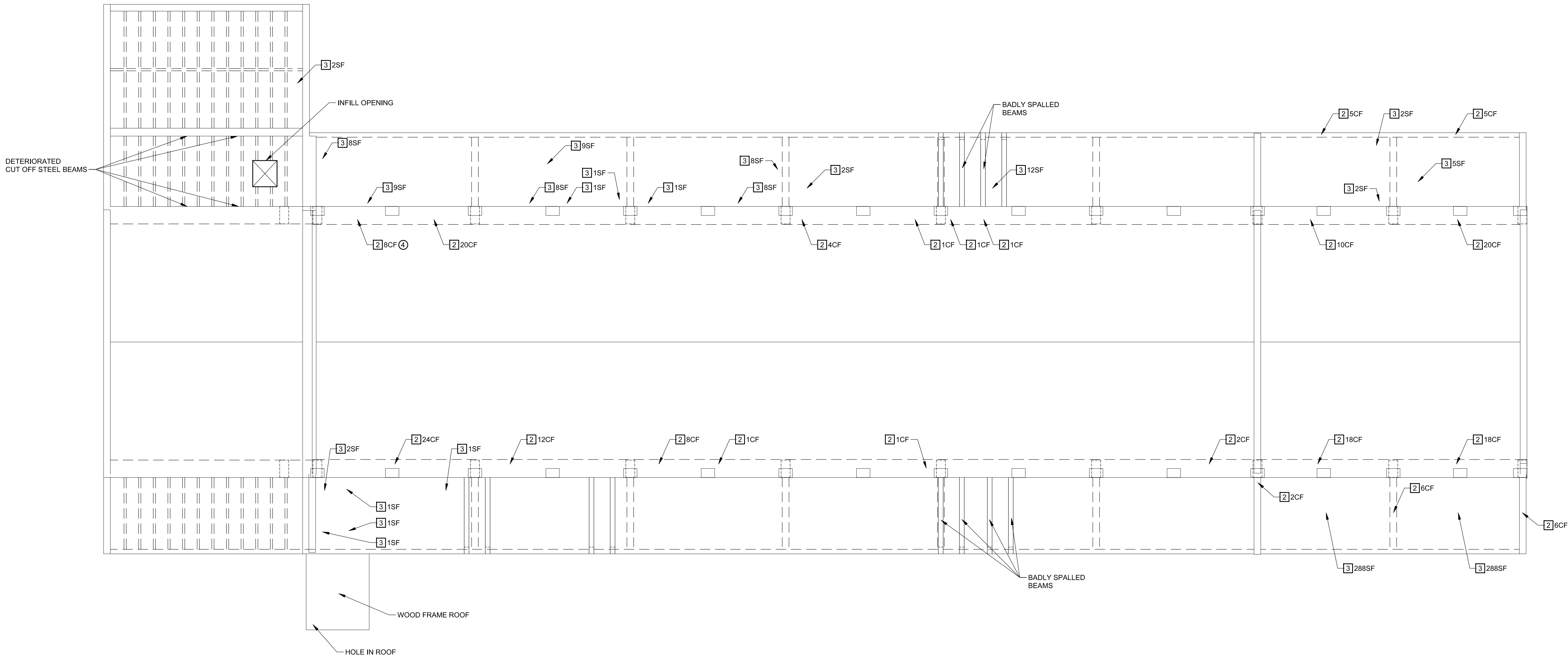
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WITHOUT WRITTEN  
AUTHORIZATION BY  
WILLIAM P. HORN

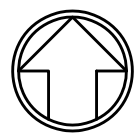
DATE  
12-04-14

REVISIONS

DRAWN BY  
DCO

PROJECT  
NUMBER  
1407

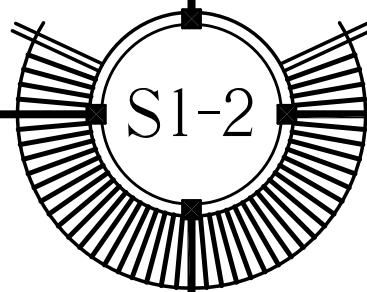


 **LOW ROOF PLAN**  
SCALE: 1/8" = 1'-0"

SURVEY NOTES:

- 1 SPALLED COLUMN WITH EXPOSED CORRODING REINFORCING.
- 2 SPALLED BEAM WITH EXPOSED CORRODING REINFORCING.
- 3 SPALLED SLAB WITH EXPOSED CORRODING REINFORCING.
- 4 WALL SPALL WITH EXPOSED CORRODING REINFORCING.
- C CARBONATION TEST LOCATION.

BUILDING 103  
TRUMAN WATERFRONT  
KEY WEST, FLORIDA



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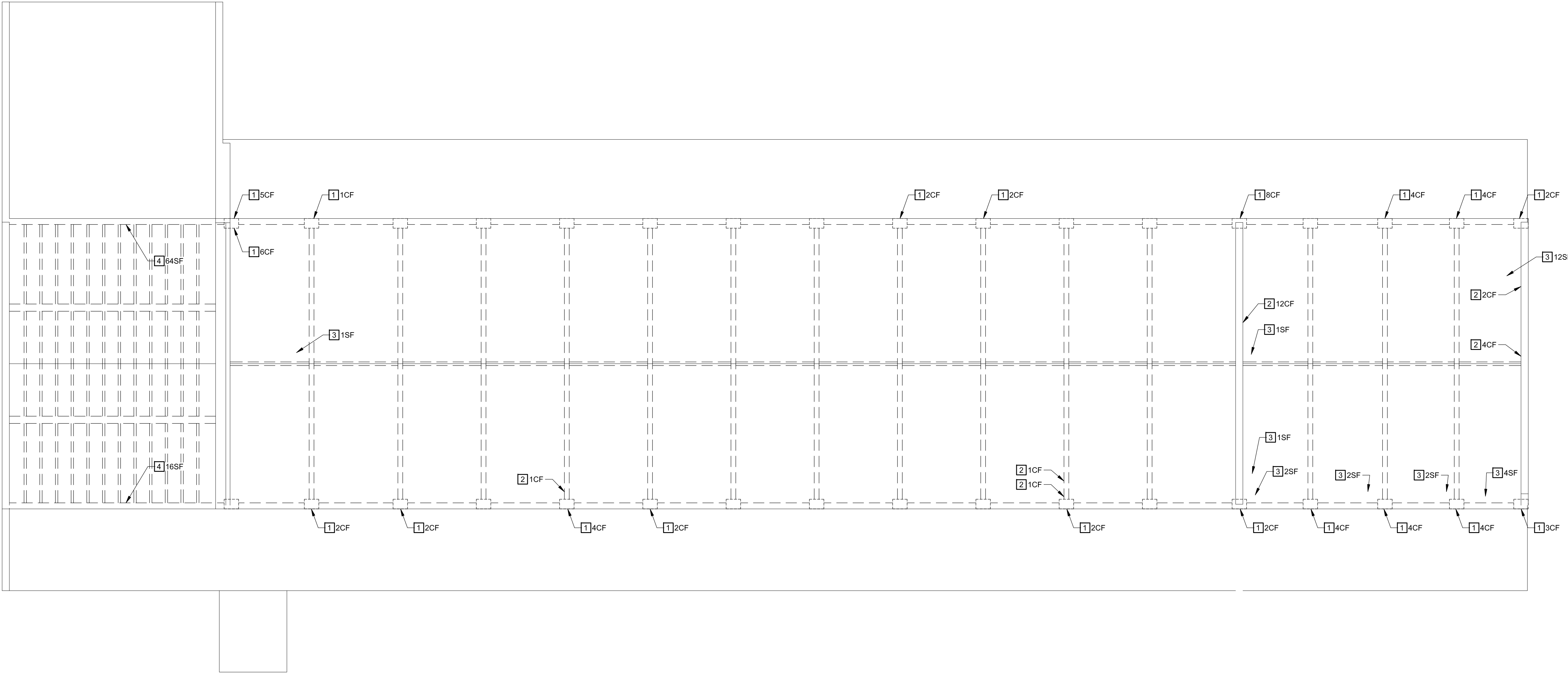
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WILLIAM P. HORN

DATE  
12-04-14

REVISIONS

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PROJECT  
NUMBER  
1407

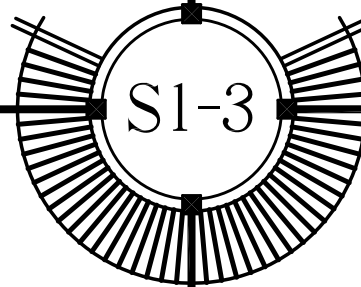


 **HIGH ROOF PLAN**  
SCALE: 1/8" = 1'-0"

SURVEY NOTES:

- 1] SPALLED COLUMN WITH EXPOSED CORRODING REINFORCING.
- 2] SPALLED BEAM WITH EXPOSED CORRODING REINFORCING.
- 3] SPALLED SLAB WITH EXPOSED CORRODING REINFORCING.
- 4] WALL SPALL WITH EXPOSED CORRODING REINFORCING.
- 5] CARBONATION TEST LOCATION.

BUILDING 103  
TRUMAN WATERFRONT  
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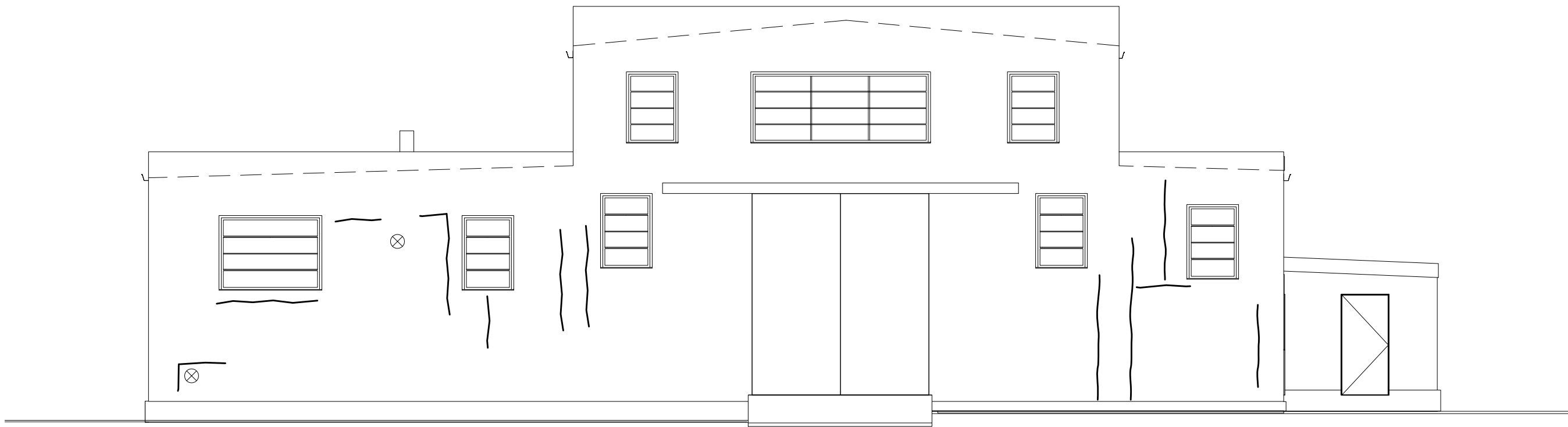
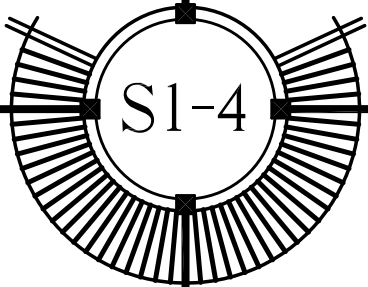
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DATE  
12-04-14

REVISIONS

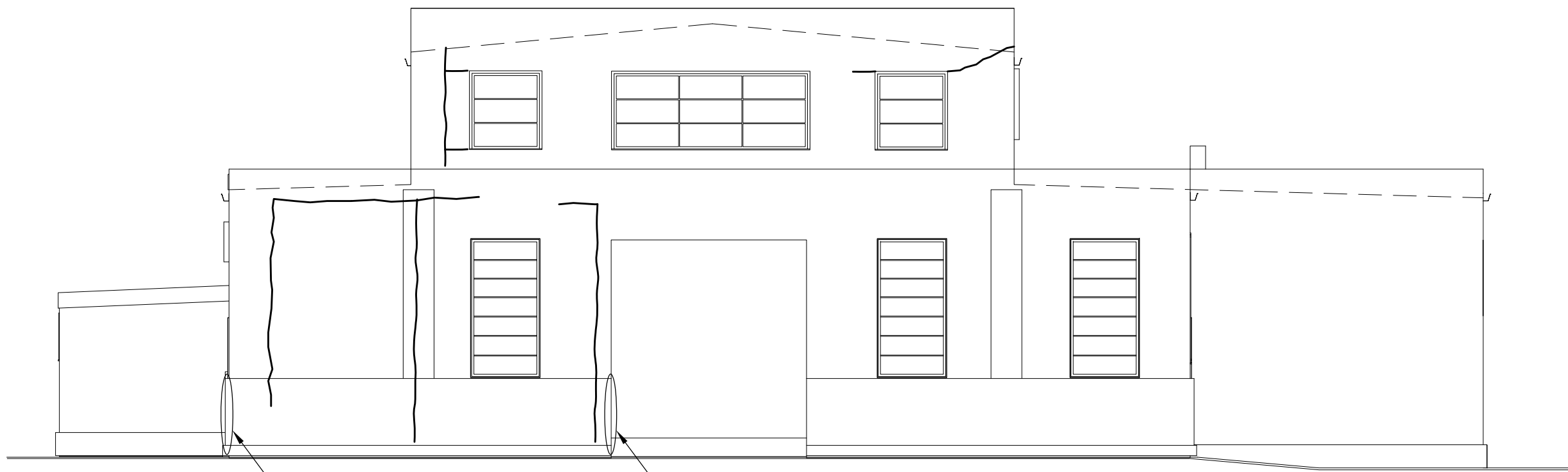
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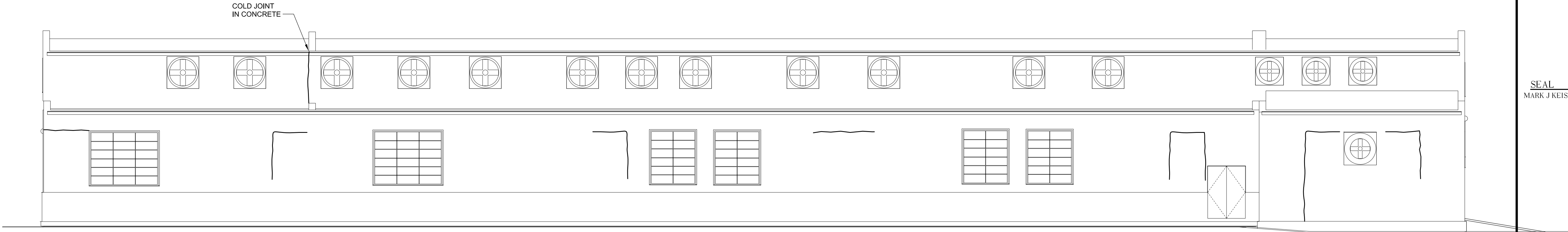
WEST ELEVATION

SCALE: 1/8" = 1'-0"  
STUCCO CRACKS



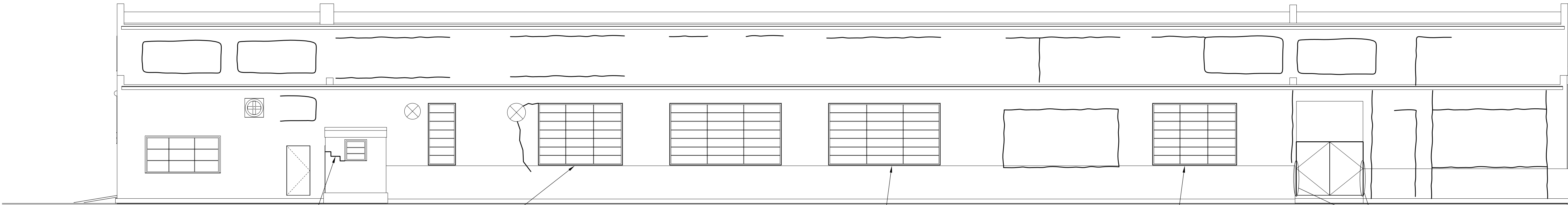
EAST ELEVATION

SCALE: 1/8" = 1'-0"  
STUCCO CRACKS



NORTH ELEVATION

SCALE: 1/8" = 1'-0"  
STUCCO CRACKS



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"  
STUCCO CRACKS

BUILDING 103

TRUMAN WATERFRONT  
KEY WEST, FLORIDA



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## **APPENDIX B**

### **TESTING LOCATIONS:**

**AES – DEPT OF CARBONATION**

**AMEC – CHLORIDE & COMPRESSION**



## Depth of Carbonation

### TEST LOCATION

### PH at Depth

1.	7.5 at 2-1/2" deep
2.	9.5 at reinforcing 1-1/2" deep
3.	9.5 at reinforcing 1-1/2" deep
4.	7.5 at reinforcing 1-1/2" deep
5.	6.5 at reinforcing 2" deep
6.	9.0 at reinforcing 2" deep
7.	9.0 at reinforcing 2" deep
8.	9.0 at reinforcing 2" deep



## REPORT OF ACID SOLUBLE CHLORIDE TESTING

PROJECT: Building 103 Truman Waterfront Park, Key West, FL      PROJECT NO.: 6738-13-5286.03  
CLIENT: Atlantic Engineering Services      DATE TESTED: November 7, 2014

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As requested, AMEC E&I has completed testing of seven concrete cores received from Atlantic Engineering Services on October 28, 2014. The samples were crushed and tested in general accordance with Florida Test Method FM 5-516. Results are outlined below.

---

### Choride Content

Sample ID	% Cl	ppm
Core # 1	0.0099	98.9
Core # 3	0.1410	1410.3
Core # 4	0.1796	1796.2
Miami Core # 1	0.0508	507.6
Miami Core # 2	0.0725	724.7
Miami Core # 5	0.0629	629.2
Miami Core # 6	0.2466	2465.6

Respectfully submitted

---

Corey T. Chascin, E.I.



## Report of Compression Test of Concrete

Client Name: Mark Keister, P.E.  
Project Name: Truman Bldg, 103  
Technician: Teofilo Vaca  
Hector Orue-Capdevila

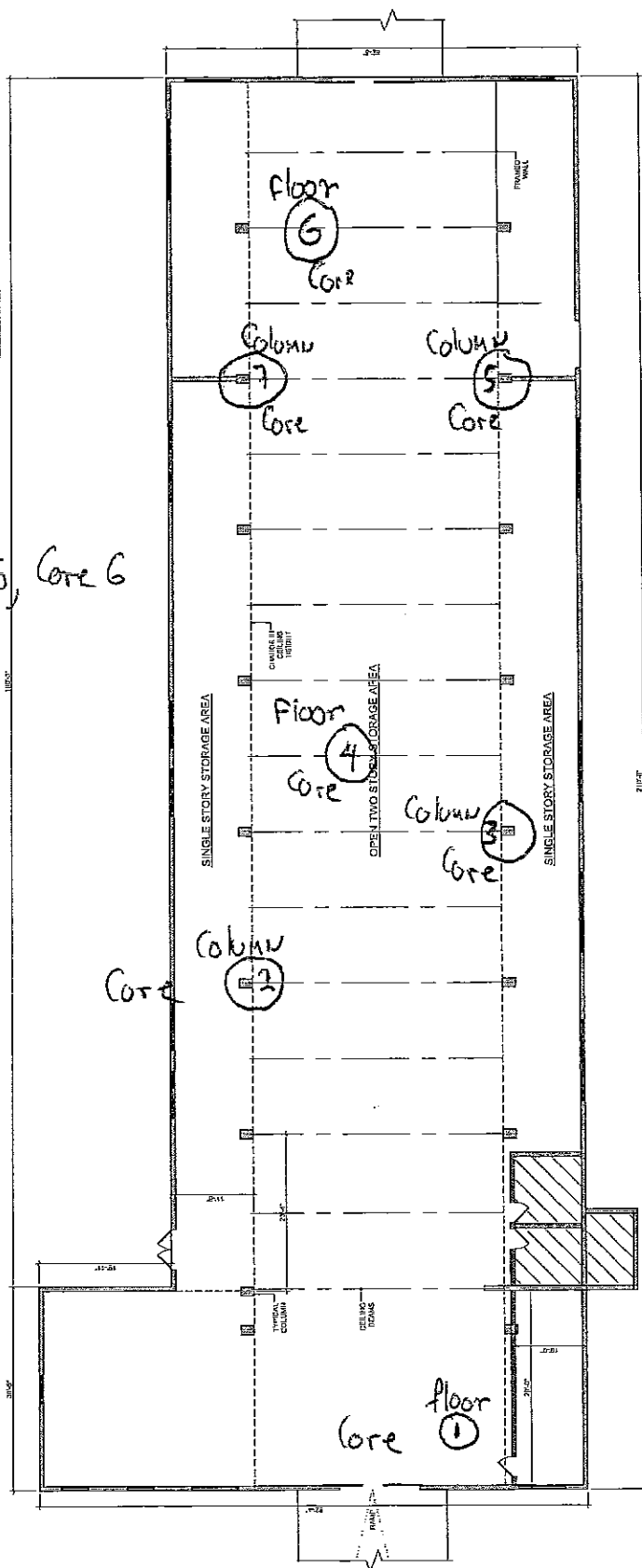
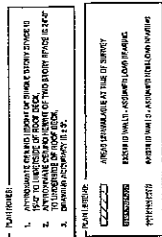
Report Date: 10/15/2014 & 10/16/2014  
Project Number: 6785.14.2647

Test Method : In general accordance with ASTM C-39, C-42, C-174 and C-617

Location:	1	2	3	4	5	6	7
Location description	Floor Main Enter	Column	Column	Floor Center	Column	Floor Back	Column
Date Core Obtained	10.16.2014	10.16.2014	10.16.2014	10.16.2014	10.16.2014	10.16.2014	10.16.2014
Date Tested	10.23.2014	10.23.2014	10.23.2014	10.23.2014	10.23.2014	10.23.2014	10.23.2014
Diameter, Inches	3.71	2.76	3.76	2.73	2.76	2.76	2.76
Actual Core Length, Inches before Capping	5.65	5.51	5.49	5.45	5.44	4.82	5.34
After Capping	5.79	5.63	5.64	5.58	5.61	5	5.52
Area, Square Inches	10.81	5.98	5.98	5.98	5.98	5.98	5.98
Maximum Load, Lbs.	55453	14308	19807	27307	15350	24726	17241
Compressive Strength Load Area, PSI	5130	2390	3310	4570	2570	4130	2880
Corrected Strength	4920	2390	3310	4570	2570	4130	2880
Type of Fracture	2	2	2	2	2	2	2
L/D	1.56	2.04	2.04	2.02	2.03	1.81	2
Age of Specimen at test, Days	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Direction of Application of Load on the Specimen with Respect to Horizontal Plane of Concrete as Placed.	Vertical	Horizontal	Horizontal	Vertical	Horizontal	Vertical	Horizontal
Moisture Condition at tests	Dry	Dry	Dry	Dry	Dry	Dry	Dry
Normal Maximum Size Aggregate, Inches	5/8"	5/8"	5/8"	5/8"	5/8"	5/8"	5/8"
Actual Drilled Length, Inches	5.65	5.51	5.49	5.45	5.44	5.98	5.98
Strength correction Factor	0.96	1	1	1	1	1	1

AMEC Environment Infrastructure, Inc.  
5845 N.W. 158th Street  
Miami Lakes, Florida 33014  
Tel (305) 826-5588 | Fax (305) 826-1799

Chloride test:  
Core 1, Core 2, Core 5, Core 6



NAVY GENERATOR BUILDING EXISTING FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE: 1/8" = 1'-0"



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## **APPENDIX C**

# **DEFINITION OF TERMS ASSOCIATED WITH THE DURABILITY OF CONCRETE**



## DEFINITION OF TERMS ASSOCIATED WITH THE DURABILITY OF CONCRETE

(From ACI 201.1R-08)

### 1 CRACKING

*Crack*- A complete or incomplete separation, of either concrete or masonry, into two or more parts produced by breaking or fracturing.

- 1.1 *Checking*- Development of shallow cracks at closely spaced but irregular intervals on the surface of plaster, cement paste, mortar, or concrete (See also *cracks* and *crazing*).
- 1.2 *Craze cracks*- Fine random cracks or fissures in a surface of plaster, cement paste, mortar or concrete.  
*Crazing*- The development of craze cracks; the pattern of craze cracks existing in a surface (See also *checking* and *cracks*).
- 1.3 *D-cracks*- A series of cracks in concrete near and roughly parallel to joints and edges.
- 1.4 *Diagonal crack*- In a flexural member, an inclined crack, caused by shear stress, usually at approximately 45 degrees to the axis; or a crack in a slab, not parallel to either the lateral or longitudinal directions.
- 1.5 *Hairline cracks*- Cracks in an exposed-to-view concrete surface having widths so small as to be barely perceptible.
- 1.6 *Longitudinal cracks*- A crack that develops parallel to the length of the member.
- 1.7 *Map cracking*- 1) Intersecting cracks that extend below the surface of hardened concrete; caused by shrinkage of the drying surface concrete that is restrained by concrete at greater depths where either little or no shrinkage occurs; vary in width from fine and barely visible to open and well defined; or 2) the chief symptom of a chemical reaction between alkalis in cement and mineral constituents in aggregate within hardened concrete; due to differential rate of volume change in different members of the concrete; cracking is usually random and on a fairly large scale and, in severe instances, the cracks may reach a width of 12.7 mm (0.50 in.) (See also *checking* and *crazing*; also known as *pattern cracking*).
- 1.8 *Pattern cracking*- Cracking on concrete surfaces in the form of a repeated sequence; resulting from a decrease in volume of the material near the surface, or an increase in volume of the material below the surface, or both (see *map cracking*).
- 1.9 *Plastic shrinkage cracking*- Cracking that occurs in the surface of fresh concrete soon after it is placed and while it is still plastic.
- 1.10 *Random cracks*- Uncontrolled cracks that develop at various directions away from the control joints.
- 1.11 *Shrinkage cracking*- Cracking of a structure or member due to failure in tension caused by external or internal restraints as reduction in moisture content develops, carbonation occurs, or both.
- 1.12 *Temperature cracking*- Cracking due to tensile failure, caused by temperature drop in members subjected to external restraints or by a temperature differential in members subjected to internal restraints.
- 1.13 *Transverse cracks*- Cracks that occur across the longer dimension of the member.



## 2 DISTRESS

*Deterioration-* 1) Physical manifestation of failure of a material (for example, cracking, delamination, flaking, pitting, scaling, spalling, and staining) caused by environmental or internal autogenous influences on rock and hardened concrete as well as other materials; or 2) Decomposition of material during either testing or exposure to service (See also *disintegration*).

- 2.1 *Chalking-* Formation of a loose powder resulting from the disintegration of the surface of concrete or an applied coating, such as cementitious coating.
- 2.2 *Curling-* The distortion of concrete member from its original shape such as the warping of a slab due to differences in temperature or moisture content in the zones adjacent to its opposite faces (See also *warping*).
- 2.3 *Deflection-* Movement of a point on a structure or structural element, usually measured as a linear displacement or as succession displacements transverse to a reference line or axis.
- 2.4 *Deformation-* A change in dimension or shape.
- 2.5 *Delamination-* A separation along a plane parallel to a surface, as in the case of a concrete slab, a horizontal splitting, cracking, or separation within a slab in a plane roughly parallel to, and generally near, the upper surface; found most frequently in bridge decks and caused by the corrosion of reinforcing steel or freezing or thawing; similar to spalling, scaling, or peeling except that delamination affects large areas and can often only be detected by non-destructive tests, such as tapping or chain dragging.
- 2.6 *Disintegration-* Reduction into small fragments and subsequently into particles (See also *deterioration*).
- 2.7 *Distortion-* See *Deformation*.
- 2.8 *Drummy area-* area where there is a hollow sound beneath a layer of concrete due to a delamination, poor consolidation, or void (See also *delamination*).
- 2.9 *Dusting-* The development of a powdered material at the surface of hardened concrete (See also *chalking*).
- 2.10 *Efflorescence-* A deposit of salts, usually white, formed on a surface, the substance having emerged in solution from within either concrete or masonry and subsequently been precipitated by a reaction, such as carbonation or evaporation.
- 2.11 *Exfoliation-* Disintegration occurring by peeling off in successive layers; swelling up, and opening into leaves or plates like a partly opened book.
- 2.12 *Exudation-* A liquid or viscous gel-like material discharged through a pore, crack, or opening in the surface of concrete.
- 2.13 *Joint deficiencies-* Expansion, contraction, and construction joints not functioning in intended service conditions.
  - 2.13.1 *Joint spall-* A spall adjacent to a joint.
  - 2.13.2 *Joint sealant failure-* Joints opened due to a cracked and/or debonded sealant.
  - 2.13.3 *Joint leakage-* Liquid migrating through the joint.
  - 2.13.4 *Joint fault-* Differential displacement of a portion of a structure along a joint.
- 2.14 *Leakage-* Contained material is migrating through the concrete member.
  - 2.14.1 *Leakage, liquid-* Liquid is migrating through the concrete.
  - 2.14.2 *Leakage, gas-* Gas is migrating through the concrete.



- 2.15** *Mortar flaking*- A form of scaling over course aggregate.
- 2.16** *Peeling*- A process in which thin flakes of mortar are broken away from a concrete surface, such as by deterioration or by adherence of surface mortar to forms as forms are removed.
- 2.17** *Pitting*- Development of relatively small cavities in a surface; in concrete, localized disintegration, such as a popout; localized corrosion evident as minute cavities on the surface.
- 2.18** *Popout*- The breaking away of small portions of a concrete surface due to localized internal pressure that leaves a shallow, typical conical, depression with a broken course aggregate at the bottom.
  - 2.18.1** *Popouts, small*- Popouts leaving depressions up to 10 mm (0.4 in.) in diameter, or the equivalent.
  - 2.18.2** *Popouts, medium*- Popouts leaving depressions between 10 and 50 mm (0.4 and 2 in.) in diameter.
  - 2.18.3** *Popouts, large*- Popouts leaving depressions greater than 50 mm (2 in.) in diameter.
- 2.19** *Scaling*- Local flaking or peeling away of the near-surface portion of hardened concrete or mortar (See also *peeling* and *spalls*).
  - 2.19.1** *Scaling, light*- Loss of surface mortar without exposure of coarse aggregate.
  - 2.19.2** *Scaling, medium*- Loss of surface mortar 5 to 10 mm (0.2 to 0.4 in.) in depth and exposure of coarse aggregate.
  - 2.19.3** *Scaling, severe*- Loss of surface mortar 5 to 10 mm (0.2 to 0.4 in.) in depth with some loss of mortar surrounding aggregate particles 10 to 20 mm (0.4 to 0.8 in.) in depth.
  - 2.19.4** *Scaling, very severe*- Loss of coarse aggregate particles as well as surface mortar, generally to a depth greater than 20 mm (0.8 in.).
- 2.20** *Spall*- A fragment, usually in the shape of a flake, detached from a concrete member by a blow, by the action of weather, by pressure, by fire, or by expansion within the larger mass.
  - 2.20.1** *Small spall*- A roughly circular depression not greater than 20 mm (0.8 in.) in depth and 150 mm (6 in.) in any dimension.
  - 2.20.2** *Large spall*- May be roughly circular or oval or, in some cases, elongated, and is more than 20 mm (0.8 in.) in depth and 150 mm (6 in.) in greatest dimension.
- 2.21** *Warping*- Out-of-plane deformation of the corners, edges, and surface of a pavement, slab, or wall panel from its original shape (See also *curling*).



### 3 TEXTURAL FEATURES AND PHENOMENA RELATIVE TO THEIR DEVELOPMENT.

- 3.1 *Air void*- A space in cement paste, mortar, or concrete filled with air; an entrapped air void is characteristically 1 mm (0.04 in.) or greater in size and irregular in shape; entrained air void is typically between 10  $\mu$ m and 1 mm (0.04 mil and 0.04 in.) in diameter and spherical or nearly so.
- 3.2 *Blistering*- the irregular raising of a thin layer at the surface of placed mortar or concrete during or soon after the completion of the finishing operation; also, bulging of the finish plaster coat as it separates and draws away from the base coat.
- 3.3 *Bugholes*- Small regular or irregular cavities, usually not exceeding 15 mm (0.6 in.) in diameter, resulting from entrapment of air bubbles at the surface of formed concrete during placement and consolidation (Also known as surface air voids).
- 3.4 *Cold joint*- A joint or discontinuity resulting from a delay in placement of sufficient duration to preclude intermingling and bonding of the material in two successive lifts of concrete, mortar, or the like.
- 3.5 *Cold-joint lines*- Visible lines on the surfaces of formed concrete indicating the presence of a cold joint where one layer of concrete had hardened before subsequent concrete was placed.
- 3.6 *Discoloration*- Departure of color from that which is normal or desired (See also *staining*).
- 3.7 *Honeycomb*- Voids left in concrete due to failure of the mortar to effectively fill the spaces among coarse aggregate particles.
- 3.8 *Incrustation*- A crust or coating, generally hard, formed on the surface of concrete or masonry construction or on aggregate particles.
- 3.9 *Laitance*- A layer of weak material known as residue derived from cementitious material and aggregate fines either: 1) carried by bleeding to the surface or to the internal cavities of freshly placed concrete; or 2) separated from the concrete and deposited on the concrete surface or internal cavities during placement of concrete underwater.
- 3.10 *Sand pocket*- A zone in concrete or mortar containing fine aggregate with little or no cement material.
- 3.11 *Sand streak*- A streak of exposed fine aggregate in the surface of formed concrete, caused by bleeding.
- 3.12 *Segregation*- The differential concentration of the components of mixed concrete, aggregate, or the like, resulting in nonuniform proportions in the mass.
- 3.13 *Staining*- Discoloration by foreign matter.
- 3.14 *Stalactite*- A downward-pointing deposit formed as an accretion of mineral matter produced by evaporation of dripping liquid from the surface of concrete, commonly shaped like an icicle (See also *stalagmite*).
- 3.15 *Stalagmite*- An upward-pointing deposit formed as an accretion of mineral matter produced by evaporation of dripping liquid, projecting from the surface of rock or of concrete, commonly roughly conical in shape (See also *stalactite*).
- 3.16 *Stratification*- The separation of overwet or overvibrated concrete into horizontal layers with increasingly lighter material toward the top; water, laitance, mortar, and coarse aggregate tend to occupy successively lower positions in that order; a layered structure in concrete resulting from placing of successive batches that differ in appearance; occurrence in aggregate stockpiles of layers of differing grading or composition; a layered structure in a rock foundation.



**ATLANTIC  
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SERVICES

## **APPENDIX D**

# **EXISTING STRUCTURAL CONDITIONS EVALUATION CRITERIA**



---

**EXISTING STRUCTURAL CONDITIONS  
EVALUATION CRITERIA**

---

**EXCELLENT**

**Meets or exceeds current structural code requirements.**

Capable of safely carrying proposed occupancies.  
No significant vibrations, cracking or deflections.  
No structural reinforcement or repairs required.  
Very minor, if any, maintenance required.

---

**GOOD**

**Meets current structural code requirements.**

Capable of safely carrying proposed occupancies.  
Deflections, cracking, vibrations may be observable.  
No structural reinforcement required.  
Minor structural repairs required.  
Some significant maintenance repairs required.

---

**FAIR**

**Majority of structure meets structural code requirements.**

Portions of structure are not capable of carrying proposed occupancies.  
Deflections, cracking, vibrations, structural distress is observable.  
Structural reinforcement required in limited portions of the structure.  
Structural repairs required generally.  
Many significant maintenance repairs required.

---

**POOR**

**Majority of structure does not meet structural code requirements.**

Much of the building is not capable of carrying proposed occupancies.  
Deflections, cracking, vibrations, structural distress commonly observable throughout the structure.  
Major reinforcement or reconstruction of the structure is required.  
Major maintenance repairs are required.

---

**EXTREMELY POOR**

**Collapse of structure is imminent.**

Structure exhibits significant deflections, cracking, vibrations, structural distress.  
Structure requires extensive reinforcement or reconstruction of impractical scope.

**NOTE:** Some parts of each definition may not apply.

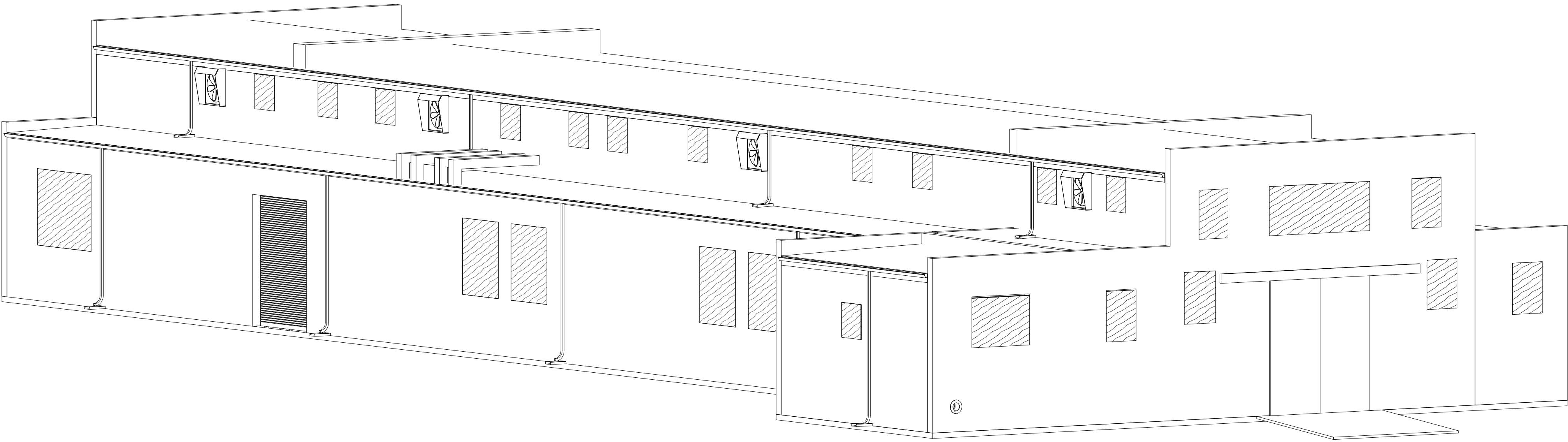
# BUILDING 103

## ENVELOPE & MISCELLANEOUS REPAIRS

CITY OF KEY WEST  
KEY WEST, FLORIDA 33040

% OWNER REVIEW

APPROVED  
By L. Creed Howell at 12:38 pm, Oct 26, 2017

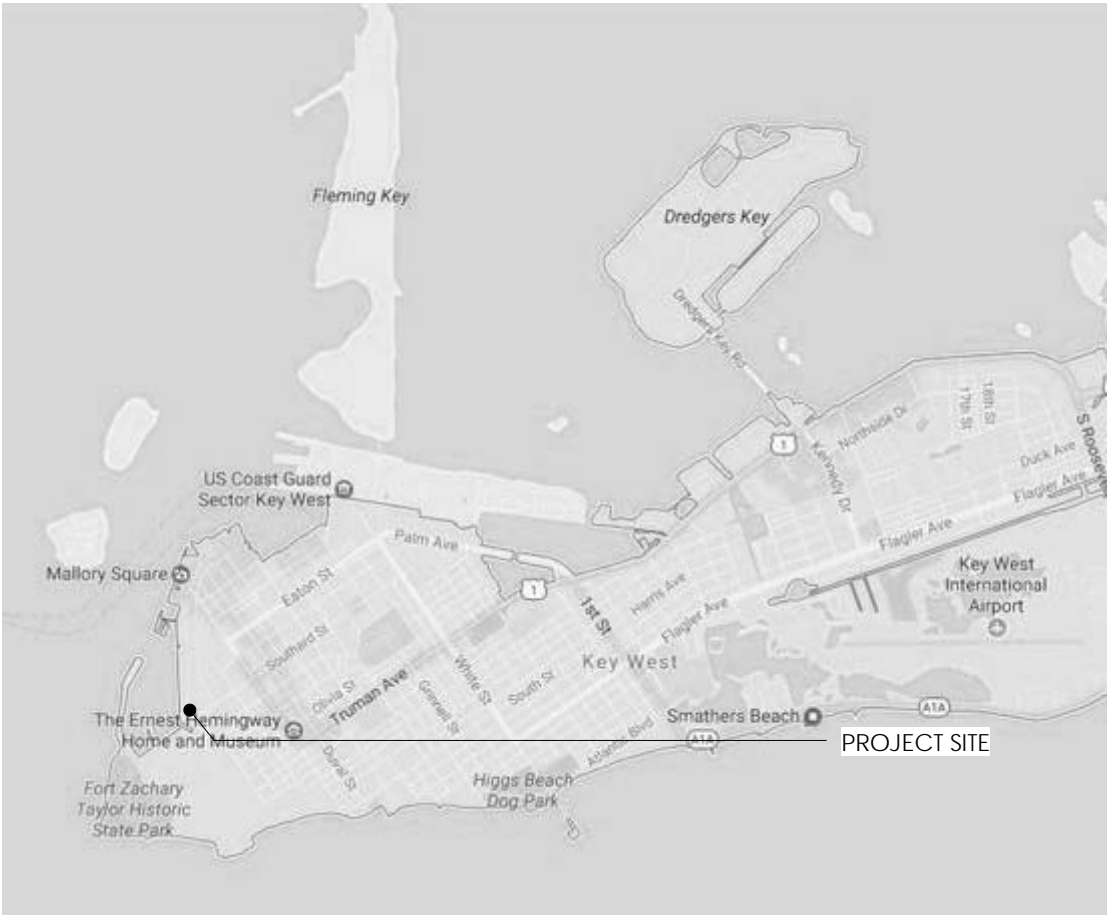


INDEX OF DRAWINGS				
		SHEET NUMBER	SHEET COUNT	SHEET NAME
EXISTING		G-001	1	COVER SHEET
		G-002	2	T.O.C. / GENERAL NOTES / BUILDING CODE INFORMATION
		G-003	3	LIFE SAFETY PLAN
		EX-101	4	EXISTING FIRST FLOOR PLAN
		EX-102	5	EXISTING MEZZANINE/ LOWER ROOF PLAN
		EX-103	6	EXISTING UPPER ROOF PLAN
		EX-201	7	EXISTING EXTERIOR ELEVATIONS
		EX-202	8	EXISTING EXTERIOR ELEVATIONS
		EX-301	9	BUILDING SECTIONS
		EX-302	10	BUILDING SECTIONS



CONSULTANT:

CLIENT / PROJECT NAME:  
CITY OF KEY WEST  
BUILDING 103  
ENVELOPE &  
MISCELLANEOUS REPAIRS  
TRUMAN WATERFRONT COMPLEX  
KEY WEST, FL 33040



AREA MAP  
NORTH  
NTS



SITE MAP  
NORTH  
NTS

Original drawing is 24"x36". Scale accordingly if reduced.

SHEET TITLE:

COVER SHEET

REVISIONS:

DATE ISSUED: --/--/2017  
PROJECT NO.: 160D01

DRAWING NUMBER:

G-001 SHEET: 1 OF 27

SYMBOLS

ROOM NAME

103

ROOM IDENTIFICATION SYMBOL

XXX

DOOR IDENTIFICATION SYMBOL

XX

KEY NOTE

XX

WINDOW/LOUVER ID. SYMBOL

1

REVISION SYMBOL

A

COLUMN GRID MARKER

AXXX

EQUIPMENT

ELEVATION

EL 100'-0"

ELEVATION MARK

XX

A-XXX

ELEVATION MARKER

XX

Sim

A-XXX

DETAIL MARKER

Sim

XX

A-XXX

BUILDING SECTION MARKER

Sim

XX

A-XXX

WALL SECTION MARKER

NORTH

NORTH ARROW

A

XX

A-XXX

B

C

D

INTERIOR ELEVATION SYMBOL

XXXX

WALL TYPE INDICATOR

MATERIAL SYMBOLS

GENERIC MATERIAL

EARTH / FILL

POROUS FILL / GRAVEL

CONCRETE

STUCCO, CEMENT PLASTER, LIGHTWEIGHT CONCRETE

STEEL / OTHER METALS

WOOD FINISH

WOOD ROUGH

WOOD BLOCKING

PLYWOOD

GYPSUM WALL BOARD

RIGID INSULATION

BATT INSULATION

ABBREVIATIONS

A.B.

ANCHOR BOLT

A.F.F.

ABOVE FINISH FLOOR

A.H.U.

AIR HANDLING UNIT

A.P.

ACCESS PANEL

A.T.

ACOUSTICAL TILE

ACQUST.

ACOUSTICAL

ADJ.

ADJUSTABLE

ALT.

ALTERNATE

ALUM.

ALUMINUM

ANOD.

ANODIZED

APP.

APPROXIMATE

ARCH.

ARCHITECTURAL

B.F.E.

BASE FLOOD ELEVATION

B.U.R.

BUILT-UP ROOFING

BD.

BOARD

BDG.

BUILDING

BM.

BEAM

BOT.

BOTTOM

C.F.C.I.

CONTRACTOR FURNISHED AND CONTRACTOR INSTALLED

C.G.

CORNER GUARD

C.I.

CAST IRON

C.J.

CONTROL JOINT

C.M.U.

CONCRETE MASONRY UNIT

C.T.

CERAMIC TILE

CAB.

CABINET

CL.

CLEAR

CLO.

CLOSET

COL.

COLUMN

CONC.

CONCRETE

CONST.

CONSTRUCTION

CONT.

CONTINUOUS

CONTR.

CONTRACTOR

CORR.

CORRIDOR

CPT.

CARPET

CRT.

COUNTER

DET.

DETAIL

DIA.

DIAMETER

DIAG.

DIAGONAL

DIM.

DIMENSION

DISP.

DISPENSER

DN.

DOWN

DWG.

DRAWING

E.B.

EXPANSION BOLT

E.J.

EXPANSION JOINT

E.P.

ELECTRICAL PANEL

E.W.C.

ELECTRIC WATER COOLER

EL.

ELEVATION

ELEC.

ELECTRICAL

ELEV.

ELEVATOR

EQ.

EQUAL

EQUIP.

EQUIPMENT

EX.

EXISTING

EXP.

EXPOSED

EXT.

EXTERIOR

F.C.

FURRING CHANNEL

F.D.

FLOOR DRAIN

F.E.C.

FIRE EXTINGUISHER CAB.

F.F.

FINISH FLOOR

F.H.C.

FIRE HOSE CABINET

F.R.

FIRE RATED

FIN.

FINISH

FL.

FLOOR

G.C.

GENERAL CONTRACTOR

G.F.R.C.

GLASS FIBER REINFORCED CEMENT

G.F.R.G.

GLASS FIBER REINFORCED GYPSUM

G.W.B.

GYPSUM WALLBOARD

GA.

GAUGE

GALV.

GALVANIZED

GL.

GLASS

GR.

GRADE

GYP.

GYPSUM

H.B.

HOSE BIBB

HT.

HEIGHT

HVAC.

HEATING, VENTILATING, & AIR CONDITIONING

I.D.

INSIDE DIAMETER

I.E.

INVERT ELEVATION

INSUL.

INSULATION

INT.

INTERIOR

JT.

JOINT

KIT.

KITCHEN

KW.

KILOWATT

L.

LENGTH

L.F.

LINEAR FEET

L.L.

LEAD LINED

LAM.

LAMINATE

LAV.

LAVATORY

LKR.

LOCKER

M.H.

MANHOLE

M.O.

MASONRY OPENING

M.T.

METAL THRESHOLD

MFD.

MANUFACTURED

MFR.

MANUFACTURER

MIN.

MINIMUM

MIR.

MIRROR

MISC.

MISCELLANEOUS

MLDG.

MOLDING

MTD.

MOUNTED

MTL.

METAL

N.I.C.

NOT IN CONTRACT

NOM.

NOMINAL

NIS.

NOT TO SCALE

O.A.

OVERALL

O.C.

ON CENTER

O.D.

OUTSIDE DIAMETER

OFCL.

OWNER FURNISHED CONTRACTOR INSTALLED

P.LAM.

PLASTIC LAMINATE

P.T.

PRESSURE TREATED

P.T.D.

PAPER TOWEL DISPENSER

P.V.C.

POLYVINYL CHLORIDE

PL.

PLATE

PLAS.

PLASTER

PLUMB.

PLUMBING

PLWD.

PLYWOOD

Q.T.

QUARRY TILE

R.

RADIUS

R.C.P.

REINFORCED CONCRETE PIPE

R.D.

ROOF DRAIN

R.O.

ROUGH OPENING

REC.

RECEPTACLE

REF.

REFRIGERATOR

REG.

REGLET

REINF.

REINFORCED

REOD.

REQUIRED

RM.

ROOM

SCHD.

SCHEDULE

SCRN.

SCREEN

SEC.

SECTION

SH.

SHELF

SHT.

SHEET

SHM.

SIMILAR

SP.

SPACE

SPECS.

SPECIFICATIONS

SS.

STAINLESS STEEL

STL.

STEEL

STOR.

STORAGE

STRUC.

STRUCTURAL

SUSP.

SUSPENDED

T.B.

TOGGLE BOLT

T.C.

TOILET COMPARTMENT

T.P.D.

TOILET PAPER DISPENSER

TEL.

TELEPHONE

TEMP.

TEMPERATURE

TYP.

TYPICAL

U.C.

UNDERCOUNTER

UTIL.

UTILITY

V.B.

VINYL BASE

V.I.F.

VERIFY IN FIELD

V.W.C.

VINYL WALLCOVERING

VERT.

VERTICAL

VEST.

VESTIBULE

W.

WIDTH

W.C.

WATER CLOSET

W.P.

WEATHER PROOF

W.W.F.

WELDED WIRE FABRIC

W/.

WITH

WD.

WOOD

GENERAL NOTES

1.

THE CONTRACT DOCUMENTS FOR THE NORTHSIDE BAPTIST CHURCH BUILDING INCLUDE THE CONTRACT GENERAL CONDITIONS, SPECIFICATIONS, DRAWINGS, ADDENDA AND CONTRACT MODIFICATIONS.

2.

CONTRACTOR IS RESPONSIBLE FOR PROVIDING A COMPLETE SET OF DRAWINGS TO EACH SUBCONTRACTOR & TRADE, AS WELL AS FOR INSURING THAT THE WORK OF EACH SUBCONTRACTOR IS COORDINATED WITH THE WORK OF ALL OTHER SUBCONTRACTORS.

3.

BEFORE BEGINNING WORK AT THE SITE, WHERE POSSIBLE, AND THROUGHOUT THE COURSE OF THE WORK, INSPECT AND VERIFY THE LOCATION AND CONDITION OF EVERY ITEM AFFECTED BY THE WORK UNDER THIS CONTRACT AND REPORT DISCREPANCIES TO THE ARCHITECT BEFORE DOING WORK RELATED TO THAT BEING INSPECTED.

4.

DISCREPANCIES BETWEEN PORTIONS OF THE CONTRACT DOCUMENTS ARE NOT INTENDED. THE CONTRACTOR IS TO CLARIFY WITH THE ARCHITECT ANY DISCREPANCIES WHICH MAY OCCUR PRIOR TO COMMENCING ANY CONSTRUCTION.

5.

ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE CODES AND RESTRICTIONS ENFORCED BY AUTHORITIES HAVING JURISDICTION.

6.

TRADE, PRODUCT, OR MANUFACTURER'S NAMES OR CATALOG NUMBERS SHOWN ON THE DRAWINGS FOR NEW PRODUCTS ARE TO ESTABLISH QUALITY REQUIRED. IN EACH CASE ADD, BY INFERENCE, AFTER TRADE, PRODUCT OR MANUFACTURER'S NAME, THE PHRASE "OR, AS APPROVED BY ARCHITECT."

7.

DETERMINE THE LOCATION OF PARTITIONS NOT DIMENSIONED BY THEIR RELATION TO COLUMN FACE OR CENTER WINDOW JAMB OR MULLION, OR OTHER SIMILAR FIXED ITEM.

8.

ACTUAL LOCATIONS OF LIGHT FIXTURES, PLUMBING FIXTURES, ETC. ARE TO BE AS INDICATED ON ARCHITECTURAL DRAWINGS. ANY CONFLICTS WITH DRAWINGS ARE TO BE RESOLVED WITH THE ARCHITECT PRIOR TO CONSTRUCTION.

9.

THE LAST DATED REVISION VOIDS AND SUPERSEDES ANY AND ALL PREVIOUS DRAWINGS WITH THE SAME DRAWING NUMBER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DELIVER THE REVISED DRAWINGS TO ALL SUBCONTRACTORS AND SUPPLIERS WITH CLEAR INSTRUCTIONS NOT TO UTILIZE PRECEDING DRAWINGS. ALL COSTS RESULTING FROM A FAILURE TO ISSUE REVISED DRAWINGS IN A TIMELY MANNER SHALL BE ABSORBED BY THE CONTRACTOR. THE OWNER AND ARCHITECT WILL NOT BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH THE ABOVE.

10.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL KNOWN EXISTING UTILITIES AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES OF REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE EXECUTION OF THE WORK. ALL FINAL CONNECTIONS FROM THE BUILDING TO EXISTING UTILITIES SHALL BE BY THIS CONTRACTOR.

11.

THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTION FOR THE SAFETY OF PERSONS AND PROPERTY IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT AS REQUIRED BY GENERAL CONDITIONS AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

12.

THE CONTRACTOR IS RESPONSIBLE TO COORDINATE BETWEEN MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL, AND ARCHITECTURAL DRAWINGS IN ORDER TO VERIFY ALL SLAB, WALL AND ROOF PENETRATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RESOLVE ALL QUESTIONS PRIOR TO BEGINNING THE WORK. COMMENCEMENT OF WORK SIGNIFIES CONTRACTOR WARRANTS ALL PENETRATIONS ARE CORRECTLY LOCATED AND THAT THE COST OF ANY CORRECTIONS, IF NECESSARY, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

13.

ALL DEBRIS SHALL BE REMOVED FROM THE PREMISES BY THE CONTRACTOR AND ALL AREAS SHALL BE LEFT IN A CLEAN CONDITION AT ALL TIMES DURING CONSTRUCTION.

14.

THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE SAFETY OF THE OCCUPANTS AND WORKERS AS REQUIRED BY GENERAL CONDITIONS AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

15.

DO NOT OBSTRUCT STREETS, SIDEWALKS, ALLEYS OR OTHER RIGHT-OF-WAYS WITHOUT FIRST OBTAINING PROPER PERMITS.

16.

ALL FIRE RATED CONSTRUCTION SHALL CONFORM WITH UL TESTED STANDARDS AND/OR LOCAL REQUIREMENTS AS WELL AS THESE CONTRACT DOCUMENTS.

17.

CONTRACTOR TO PROVIDE AND INSTALL FIRE EXTINGUISHERS AS REQUIRED BY LOCAL FIRE MARSHALL. (SEE LIFE SAFETY PLANS FOR LOCATIONS)

18.

CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE SOILS REPORT.

FLORIDA APPROVED PRODUCTS LIST

THE INTENT OF THIS PRODUCT APPROVAL LIST IS AS A BASIS OF DESIGN. ALL PRODUCTS SPECIFIED BY THE ARCHITECT HAVE APPROVAL FROM THE STATE OF FLORIDA. ANY SUBSTITUTIONS MADE BY THE CONTRACTOR SHALL ALSO HAVE FLORIDA PRODUCT APPROVAL AND MUST OR EXCEED THE PERFORMANCE AND QUALITY OF PRODUCTS SPECIFIED BY THE ARCHITECT.

PRODUCT CATEGORY	SUB CATEGORY	MANUFACTURER	APPROVAL NUMBER
ROOFING	ROOFING ACCESSORIES THAT ARE AN INTEGRAL PART OF THE ROOFING SYSTEM	METAL ERA	FL 2192
ROOFING	MODIFIED BITUMEN ROOFING	SIPLAST / ICOPAL	FL 10342
ROOFING	ROOFING INSULATION	SIPLAST / ICOPAL	FL 1322
EXTERIOR DOORS	SWINGING EXTERIOR DOOR ASSEMBLIES	INGERSOLL RAND	FL 12400.1 & 12400.3
EXTERIOR DOORS	EXTERIOR DOOR COMPONENTS	CURRIES	FL 11537
PANEL WALLS	WALL LOUVER	CONSTRUCTION SPECIALTIES INC	FL 15929
PANEL WALLS	STOREFRONTS	YKK	FL 14218.2

GENERAL SITE DATA

PROPERTY DATA:

PROPERTY IDENTIFICATION: ---

PROPERTY STREET ADDRESS: ---

PARCEL ID: ---

ZONING DISTRICT: ---

PROPOSED USE: ---

DEVELOPMENT POTENTIAL:

ACTUAL ISR: --- SQ. FT.

LAND AREA OF PARCEL: --- SQ. FT.

MAXIMUM FLOOR AREA RATIO (FAR) = ACTUAL FAR = #####

MAXIMUM IMPERVIOUS SURFACE = ACTUAL ISR: #####

BUILDING ENVELOPE:

BUILDING HEIGHT: ---

MAXIMUM BUILDING HEIGHT: ACTUAL BUILDING HEIGHT: ---

BUILDING SETBACKS: MINIMUM BUILDING SETBACKS FRONT YARD : --- STREET SIDE YARD: --- INTERIOR SIDE YARD: --- REAR YARD WITH 16' ALLEY: ---

PARKING:

LAND USE: ---

REQUIRED SPACES: ---

EXISTING SPACES: ---

BUILDING CODE INFORMATION

PROJECT DATA

PROPOSED USE: STORAGE GROUP S

GROSS FLOOR AREA: 13,130 S.F.

BUILDING BASE FLOOR ELEVATION: ASSUMED: 100'-0"

FLOOD HAZARD AREA: FEMA FLOOD ZONE X

BUILDING CODE INFORMATION: FLORIDA BUILDING CODE 5TH ADDITION (2014) - EXISTING BUILDING

BUILDING CODE INFORMATION: FLORIDA BUILDING CODE 5TH ADDITION (2014) - BUILDING

NATIONAL REGISTER OF HISTORIC PLACES LISTED DISTRICT

USE AND OCCUPANCY CLASSIFICATION

(FBC BUILDING CHAPTER 3) BUILDING OCCUPANCY GROUP S

TYPES OF CONSTRUCTION

(FBC CHAPTER 6) CONSTRUCTION CLASSIFICATION: TYPE \_\_\_\_ (SPRINKLERED)

EXISTING BUILDING: LEVEL 3 ALTERATION

GENERAL BUILDING HEIGHTS AND AREAS: (FBC BUILDING CHAPTER 5)

ALLOWABLE HEIGHT AND BUILDING AREAS (FBC TABLE 502) TYPE II-A (SPRINKLERED) STORAGE GROUP S

MAXIMUM ALLOWABLE BUILDING HEIGHT: 65 FEET

MAXIMUM ALLOWABLE STORIES: 5 STORIES

MAXIMUM ALLOWABLE AREA PER FLOOR: 37,500 SQ. FT.

MEANS OF EGRESS: (FBC BUILDING CHAPTER 10)

MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT (TABLE 1004.1.1) STORAGE GROUP S 300 G.S.F./OCCUPANT

USE	AREA (SQ. FT.)	LOAD FACTOR (SQ. FT./PERSON) TABLE 1004.1.1	OCCUPANT LOAD
STORAGE GROUP S	13,131 S.F.	300	44

EGRESS WIDTH PER OCCUPANT SERVED (FBC 1005.1) STAIRWAYS (INCHES PER OCCUPANT) 0.2 OTHER EGRESS COMPONENTS (INCHES PER OCCUPANT)

EGRESS PATH MINIMUM CLEAR WIDTH 36 INCHES

DOORS MINIMUM CLEAR WIDTH 32 INCHES

EXIT ACCESS EXIT ACCESS TRAVEL DISTANCE (FBC TABLE 1016.2) 200 FEET COMMON PATH OF EGRESS TRAVEL 100 FEET DEAD ENDS 20 FEET

(OCCUPANT LOAD ONLY REQUIRES ONE EXIT) CORRIDOR FIRE-RESISTANCE RATING (FBC 1018.1 EXC. 4) N/A

MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD (FBC TABLE 1015.1)

	OCCUPANT LOAD (PERSONS PER STORY)	NUMBER OF EXITS (PER STORY)
REQUIRED	<29	1
ACTUAL	44	2

PLUMBING FIXTURES (FBC- PLUMBING CH. 4)

MINIMUM FIXTURES: WATER CLOSETS 1 REQUIRED MALE - \_ REQUIRED FEMALE - \_ REQUIRED LAVATORIES 1 REQUIRED MALE - \_ REQUIRED FEMALE - \_ REQUIRED WATER FOUNTAINS 1 REQUIRED SERVICE SINK 1 REQUIRED

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andrew m. hayes, aia, leed bd+c  
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American Institute of Architects

CONSULTANT:

CLIENT / PROJECT NAME:

CITY OF KEY WEST

BUILDING 103

ENVELOPE & MISCELLANEOUS REPAIRS

TRUMAN WATERFRONT COMPLEX  
KEY WEST, FL 33040

Original drawing is 24"x36". Scale accordingly if reduced.

SHEET TITLE:

T.O.C. / GENERAL NOTES / BUILDING CODE INFORMATION

REVISIONS:

DATE ISSUED: --/--/2017  
PROJECT NO.: 160D01

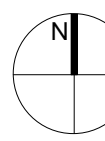
DRAWING NUMBER:

G-002

SHEET: 2 OF 27

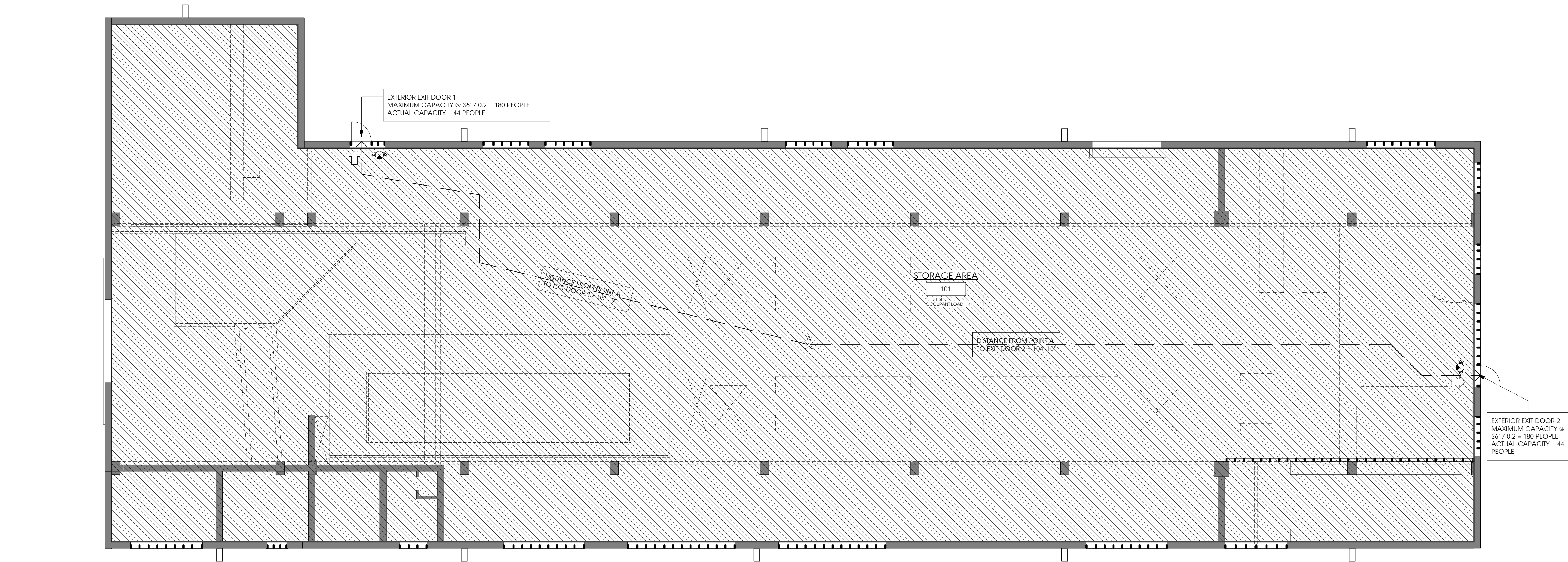
ANDREW M. HAYES  
AA2016166  
--/--/2017

8/7/2017 10:52:12 AM



FIRST FLOOR LIFE SAFETY PLAN

1/8" = 1'-0"



LIFE SAFETY SYMBOLS LEGEND

	SMOKE PARTITION TO DECK		SMOKE DETECTOR
	ONE HOUR FIRE RESISTANCE RATED WALL		HEAT DETECTOR
	TWO HOUR FIRE RESISTANCE RATED WALL		HORN WITH STROBE
	MAX. TRAVEL DISTANCE TO REACH EXIT		FIRE DOOR & FRAME CLASSIFICATION IN HOURS
	DIRECTION OF TRAVEL		EMERGENCY LIGHT, BATTERY POWERED
	CEILING MOUNTED ILLUMINATED EXIT SIGN		COMBINATION EMERGENCY LIGHT AND EXIT SIGN
	CEILING MOUNTED ILLUMINATED EXIT SIGN, DOUBLE FACE		FIRE ALARM STROBE ONLY
	WALL MOUNTED ILLUMINATED EXIT SIGN		FIRE ALARM CONTROL PANEL
	LOCATION OF MOST DISTANT OCCUPANT		FIRE DEPARTMENT CONNECTION
	MULTIPURPOSE DRY CHEMICAL EXTINGUISHER (20-B RATED)	NOTE: THIS LEGEND REPRESENTS TYPICAL ELEMENTS. NOT ALL SYMBOLS MAY BE USED IN THE LIFE SAFETY PLAN.	
	MULTIPURPOSE DRY CHEMICAL EXTINGUISHER (2-A RATED) IN RECESSED CABINET		
	FIRE ALARM PULL STATION		

OCCUPANT LOAD BY CALCULATION

USE	AREA (SQ. FT.)	LOAD FACTOR (SQ. FT. / PERSON) TABLE 1004.1.1	OCCUPANT LOAD
STORAGE GROUP S	13,131 S.F.	300	44

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CONSULTANT:

CLIENT / PROJECT NAME:

CITY OF KEY WEST  
BUILDING 103  
ENVELOPE &  
MISCELLANEOUS REPAIRS

TRUMAN WATERFRONT COMPLEX  
KEY WEST, FL 33040

Original drawing is 24"x36". Scale accordingly if reduced.

SHEET TITLE:

LIFE SAFETY PLAN

REVISIONS:

DATE ISSUED: --/--/2017  
PROJECT NO.: 160D01

DRAWING NUMBER:

G-003

SHEET: 3 OF 27

ANDREW M. HAYES  
ARCHITECT  
--/--/2017

GENERAL NOTES

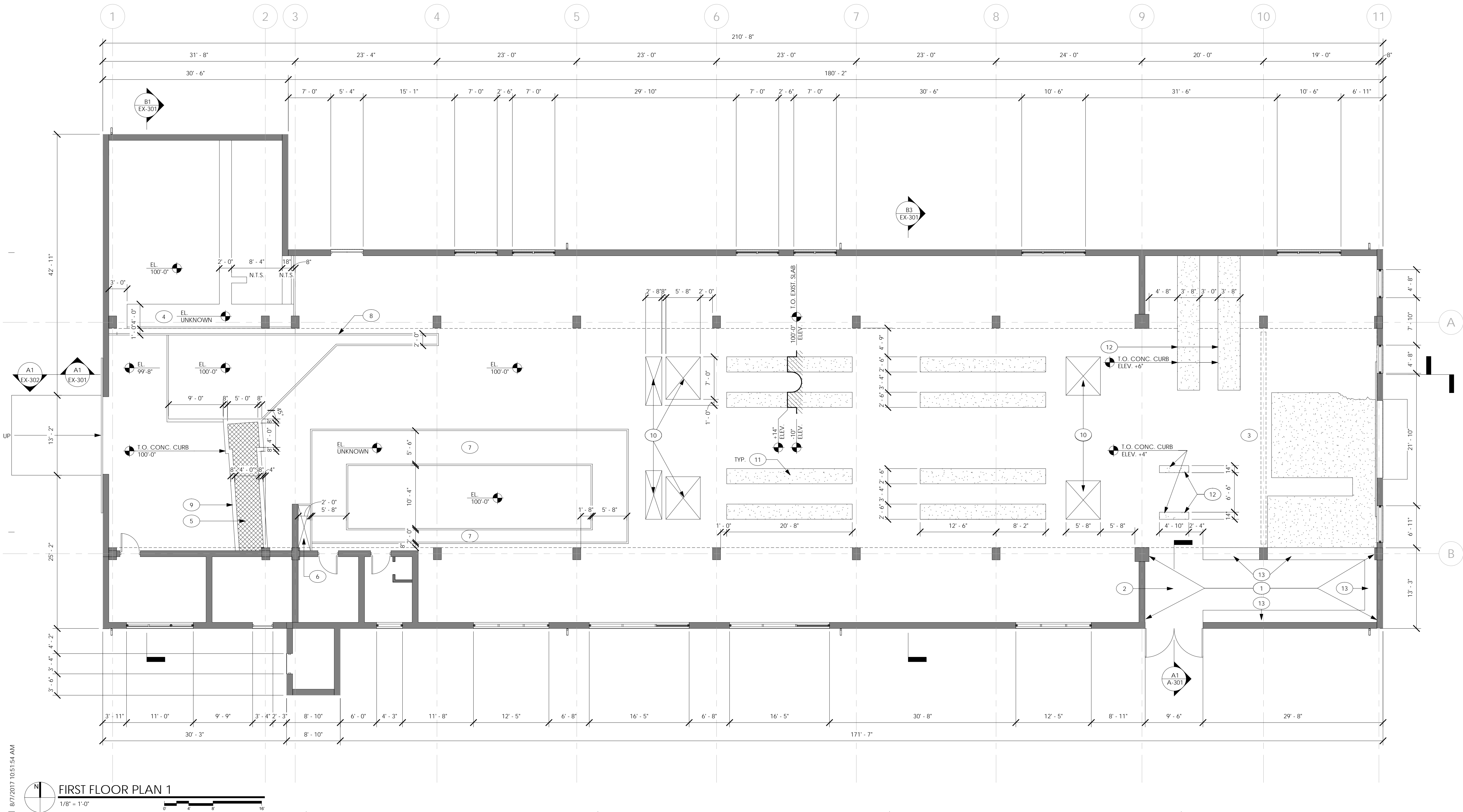
1. THESE DRAWINGS REPRESENT THE EXISTING CONDITIONS OF THE BUILDING AT THE TIME OF CONTRACT EXECUTION
2. GENERAL CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE AS PART OF THE BIDDING PROCESS
3. ANY DEVIATIONS FROM THE EXISTING CONDITIONS SHOWN IN THESE DRAWINGS ARE TO BE REPORTED TO THE OWNER AND ARCHITECT PRIOR TO AWARD OF CONTRACT.

DIMENSION NOTES

1. SEE OTHER PLAN SHEETS FOR ADDITIONAL DATA
2. DIMENSIONS ARE INDICATED TO THE CENTERLINE OF STRUCTURAL GRID, FACE OF CONCRETE WALL, NOMINAL FACE OF CMU WALL, FACE OF PARTITION AS SCHEDULED, UNLESS OTHERWISE NOTED
3. ALIGNMENT OF PARTITIONS AND FINISHES AS SCHEDULED SHALL BE STRAIGHT, TRUE & PLUMB. DIMENSIONAL LAYOUT SHALL BE IN THE FOLLOWING PRIORITY ORDER:  
A. STRUCTURAL DRAWINGS  
B. LARGE SCALE DETAILS  
C. SMALL SCALE DETAILS  
D. ENLARGED PLANS AND SECTIONS  
E. FLOOR PLANS
4. FLOOR ELEVATIONS ARE INDICATED AT THE FACE OF THE STRUCTURAL SLAB, UNLESS OTHERWISE NOTED
5. VERTICAL DIMENSIONS ARE INDICATED FROM THE FLOOR ELEVATION TO FACE OF FINISHED MATERIAL, UNLESS NOTED ABOVE FINISH FLOOR - "AFF"
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SHEET KEYNOTES

- |    |   |    |                                     |
|----|---|----|-------------------------------------|
| 1  | SIGNIFICANT CONCRETE SPALLING IN THE WALLS AND ROOF   | 13 | WOOD STORAGE BINS, FLOOR TO CEILING |
| 2  | STATIONARY CRANE RAIL MOUNTED TO ROOF   |    |                                     |
| 3  | MOVABLE CRANE RAIL RIDING ON STEEL RAILS AT EDGES OF HIGH BAY ROOF                                |    |                                     |
| 4  | RECESSED TRENCHES WITH GRAVEL TO ELEV. 99'-11"  |    |                                     |
| 5  | DRAINAGE TRENCH w/ 8" CONCRETE CURB AROUND PERIMETER, COVERED WITH 1/2" STEEL DIMAOND DECK PANELS |    |                                     |
| 6  | RECESSED ELECTRICAL PIT, DEPTH IS 5'-8"   |    |                                     |
| 7  | RECESSED TRENCH w/ GRAVEL TO ELEV. 99'-10" +/-  |    |                                     |
| 8  | STEEL ANGLE EDGE (2" LEG HORIZONTAL) TYP.   |    |                                     |
| 9  | 8" CONCRETE CURB  |    |                                     |
| 10 | RECESSED TRENCH w/ 8" CONC. WALLS + DEPTH OF 5'-4"  |    |                                     |
| 11 | RAISED CONCRETE CURBS + RE-BAR, SEE PARTIAL SECTION DRAWN ON PLAN                                 |    |                                     |
| 12 | RAISED CONCRETE CURBS, SEE PLAN FOR HEIGHT  |    |                                     |



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BUILDING 103  
ENVELOPE &  
MISCELLANEOUS REPAIRS

TRUMAN WATERFRONT COMPLEX  
KEY WEST, FL 33040

Original drawing is 24"x36". Scale accordingly if reduced.

SHEET TITLE:

EXISTING FIRST FLOOR PLAN

REVISIONS:

DATE ISSUED: --/--/2017  
PROJECT NO.: 160D01

DRAWING NUMBER:

EX-101

SHEET: 4 OF 27

1. THESE DRAWINGS REPRESENT THE EXISTING CONDITIONS OF THE BUILDING AT THE TIME OF CONTRACT EXECUTION
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## ENVELOPE & MISCELLANEOUS REPAIRS

DRAWING NUMBER:

SHEET: 5 OF 27



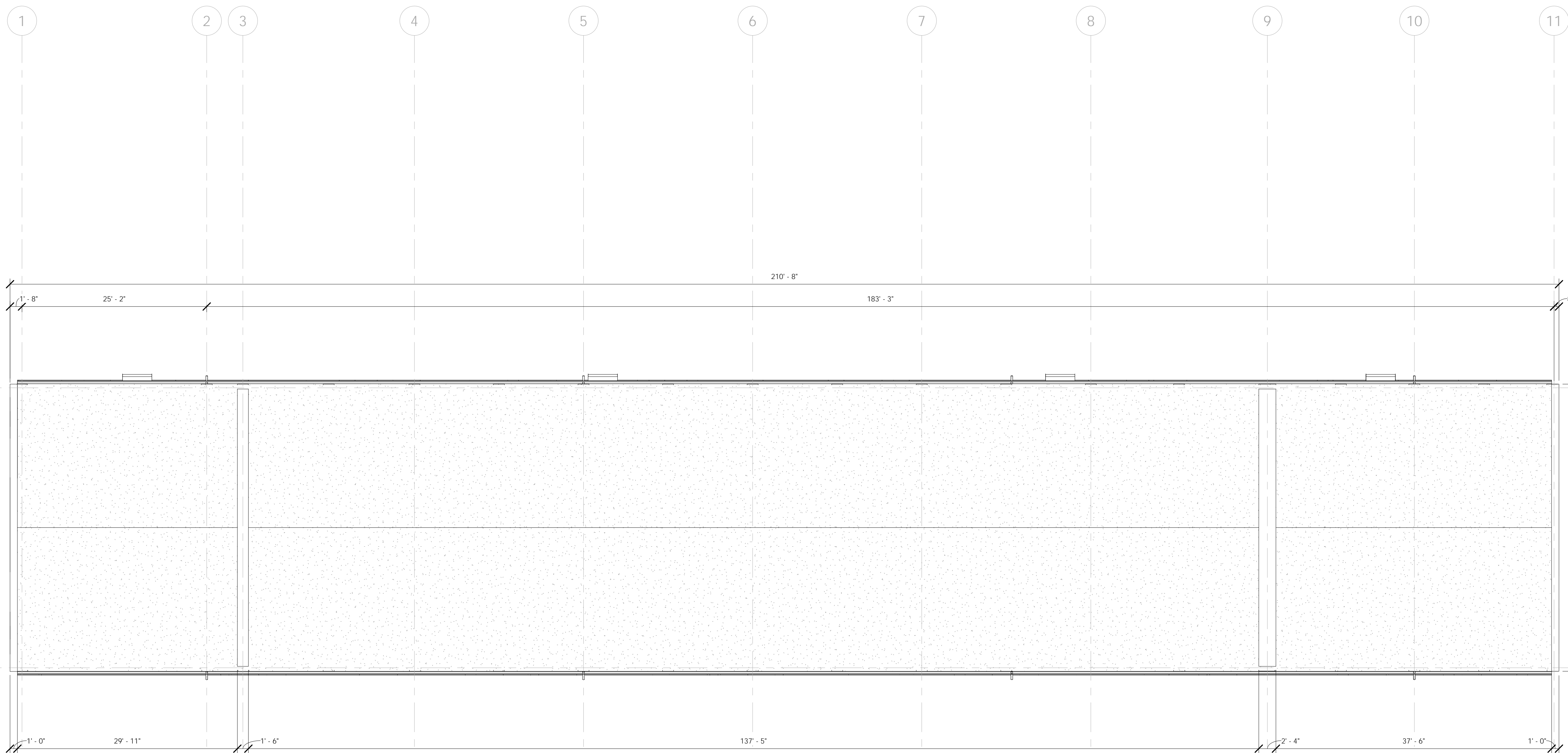
GENERAL NOTES

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SHEET KEYNOTES



UPPER ROOF PLAN 1

GENERAL NOTES

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SHEET KEYNOTES

- |   |  |
|---|--|
| 1 | AGED PLYWOOD OVER EXISTING STEEL WINDOW FRAMES |
| 2 | SHEET METAL SHROUD OVER EXHAUST FAN w/ SCREEN  |
| 3 | EXHAUST FAN IN MASONRY OPENING                 |
| 4 | DRAIN PIPE OUTLET                              |
| 5 | CONCRETE SUPPORTS                              |
| 6 | ELECTRICAL SERVICE MAIN & WEATHERHEAD          |

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CITY OF KEY WEST  
**BUILDING 103**  
**ENVELOPE &**  
**MISCELLANEOUS REPAIRS**

TRUMAN WATERFRONT COMPLEX  
KEY WEST, FL 33040

Original drawing is 24"x36". Scale accordingly if reduced.

SHEET TITLE:

EXISTING EXTERIOR ELEVATIONS

REVISIONS:

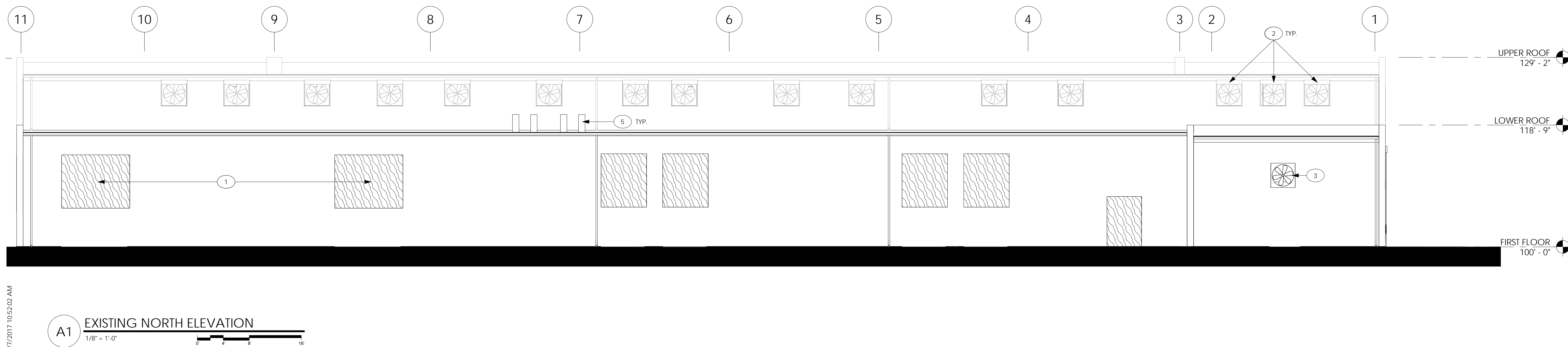
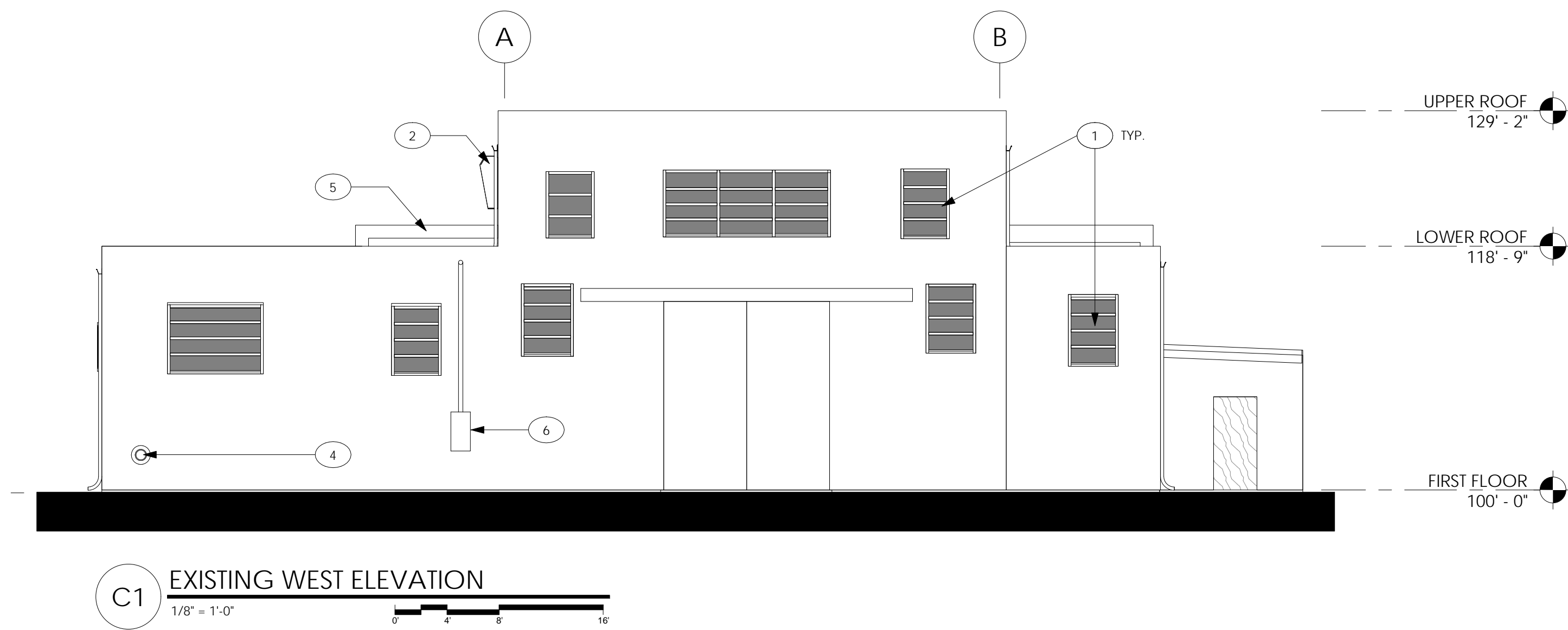
DATE ISSUED: --/--/2017  
PROJECT NO.: 160D01

DRAWING NUMBER:

EX-201

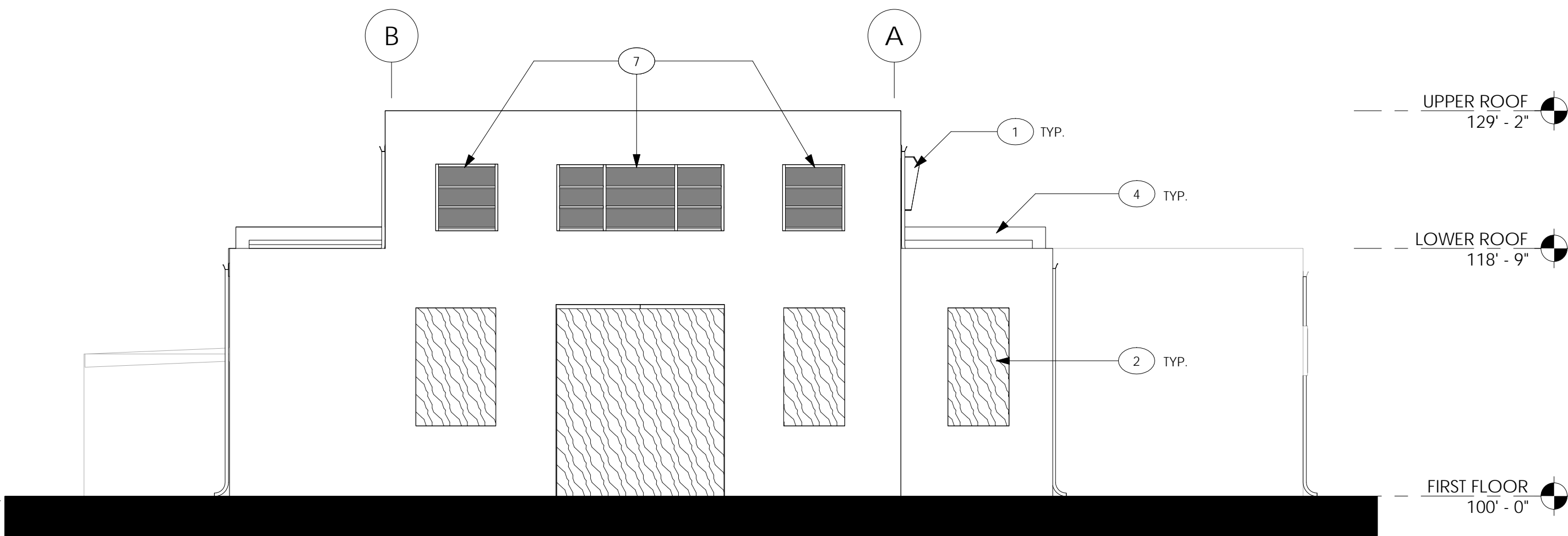
SHEET: 7 OF 27

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ARCHITECT  
--/--/...

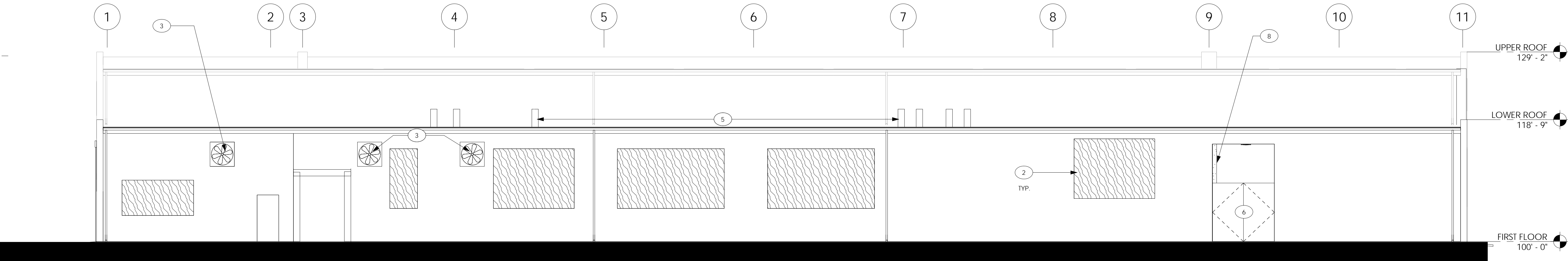


8/7/2017 10:52:02 AM

8/7/2017 10:52:03 AM



C1 EXISTING EAST ELEVATION  
1/8" = 1'-0"



A1 EXISTING SOUTH ELEVATION  
1/8" = 1'-0"

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### SHEET KEYNOTES

1. SHEET METAL SHROUD OVER EXHAUST FAN w/ SCREEN
2. AGED PLYWOOD OVER EXISTING STEEL WINDOW FRAMES
3. EXHAUST FAN IN MASONRY OPENING
4. EXPOSED CONCRETE BEAM/ COLUMN SUPPORTS
5. CONCRETE SUPPORTS
6. WOOD FRAME DOORS
7. STEEL FRAME WINDOWS
8. EXPOSED CONCRETE BEAM/ COLUMN

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CLIENT / PROJECT NAME:

CITY OF KEY WEST

**BUILDING 103**

**ENVELOPE &**

**MISCELLANEOUS REPAIRS**

TRUMAN WATERFRONT COMPLEX  
KEY WEST, FL 33040

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SHEET TITLE:

EXISTING EXTERIOR ELEVATIONS

REVISIONS:

DATE ISSUED: --/--/2017  
PROJECT NO.: 160D01

DRAWING NUMBER:

**EX-202**

SHEET: 8 OF 27

ANDREW M. HAYES  
ARCHITECT  
--/--/...

GENERAL NOTES

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DEMO LEGEND

EXISTING TO REMAIN

EXISTING CONCRETE TO REMAIN

EXISTING DIAMOND DECK TO REMAIN

EXISTING ROOFING MATERIAL TO REMAIN

DEMOLISH AS NOTED

DEMOLISH IN THIS AREA AS NOTED

AREAS OF SIGNIFICANT CONCRETE SPALLING

EXISTING SUSPENDED LIGHT FIXTURE TO BE REMOVED

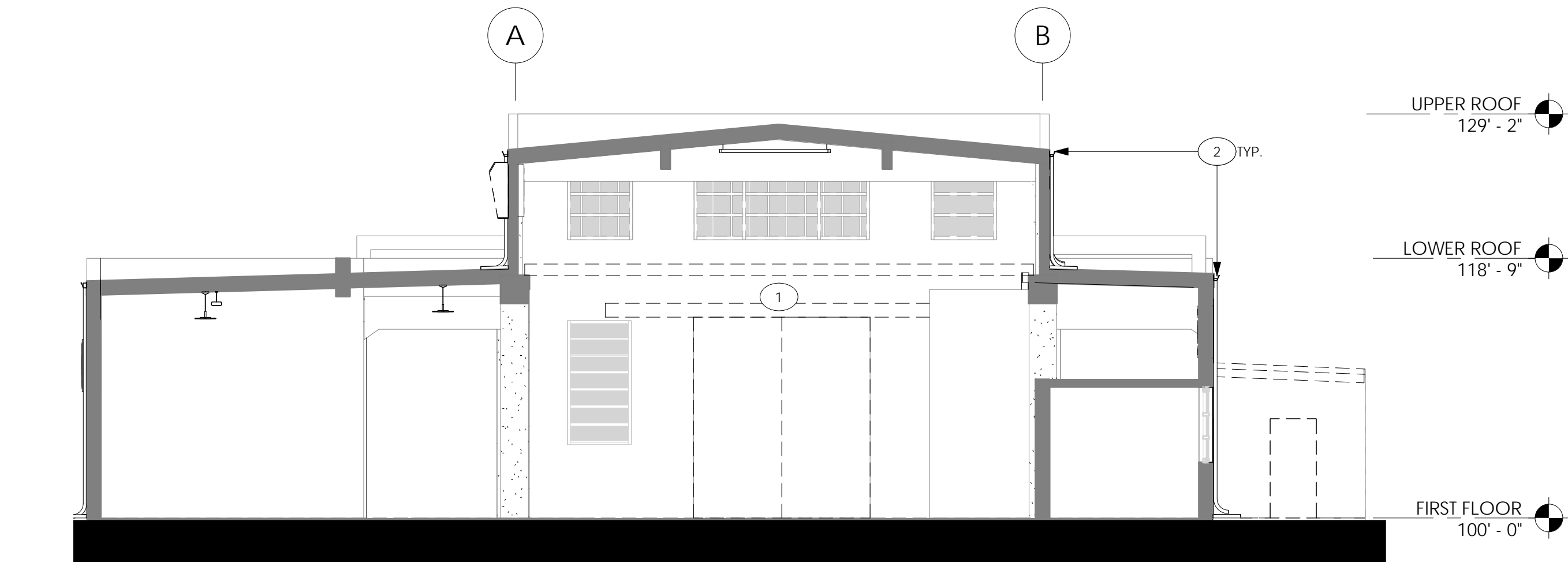
SHEET KEYNOTES

1

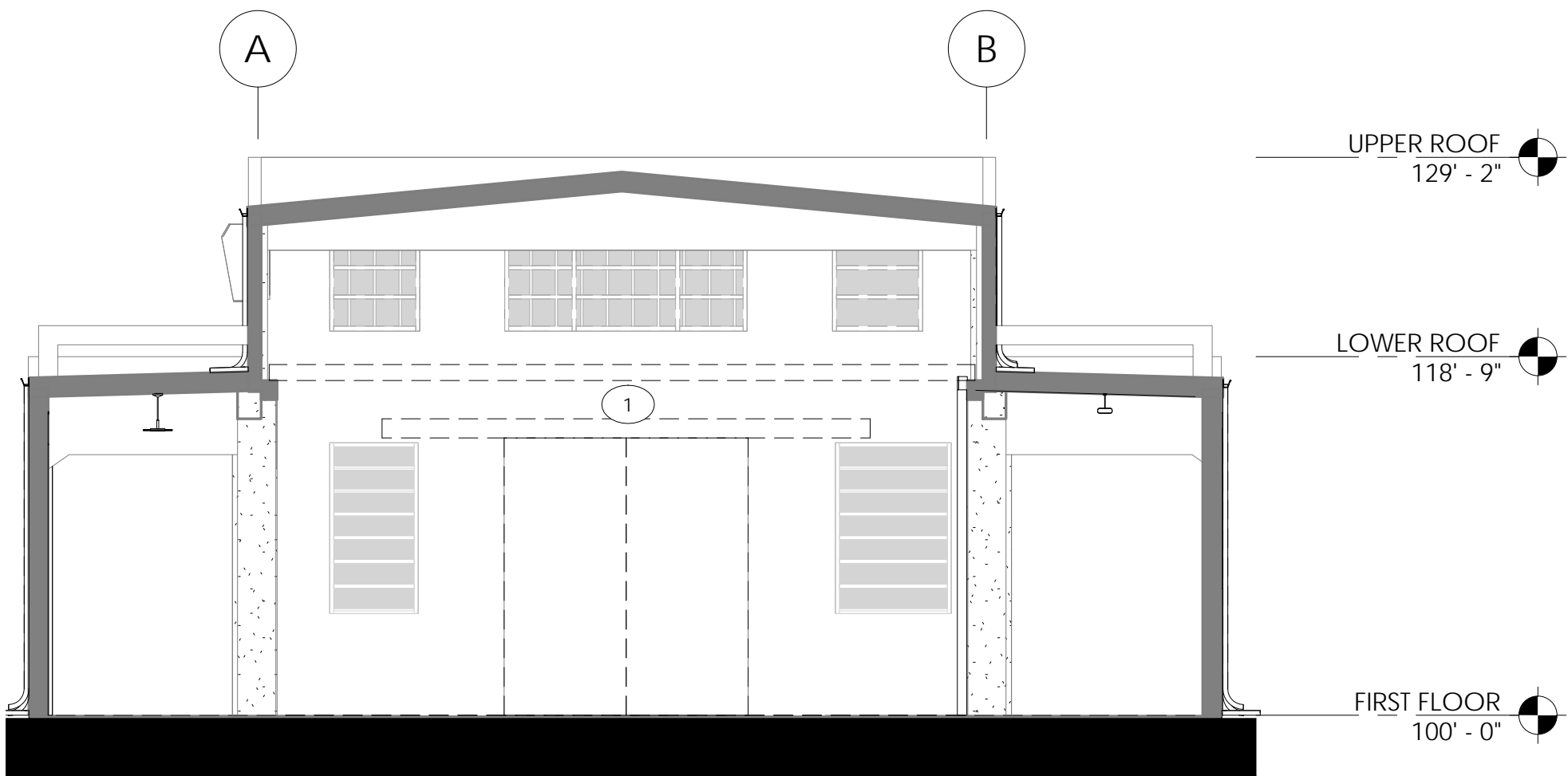
STRUCTURAL STEEL CRANE RAIL

2

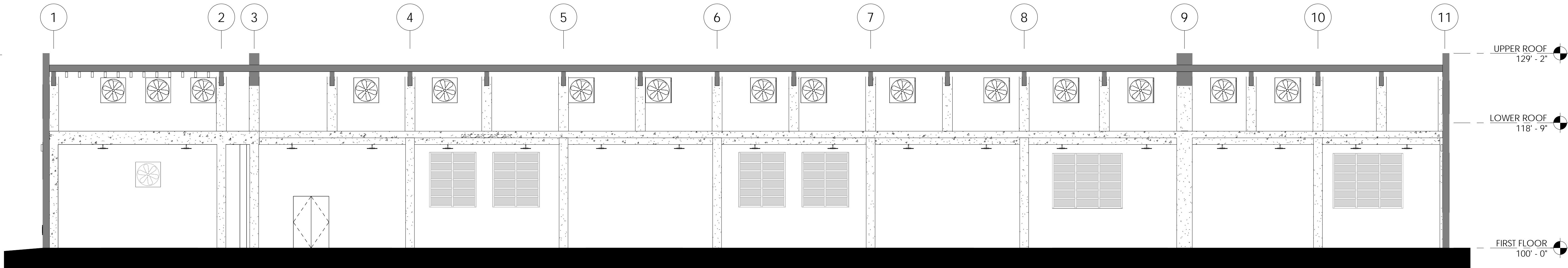
METAL GUTTERS



B1 TRANSVERSE SECTION FACING WEST  
1/8" = 1'-0"



B3 TRANSVERSE SECTION FACING EAST  
1/8" = 1'-0"



A1 LONGITUDINAL SECTION FACING NORTH  
1/8" = 1'-0"

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TRUMAN WATERFRONT COMPLEX  
KEY WEST, FL 33040

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SHEET TITLE:

BUILDING SECTIONS

REVISIONS:

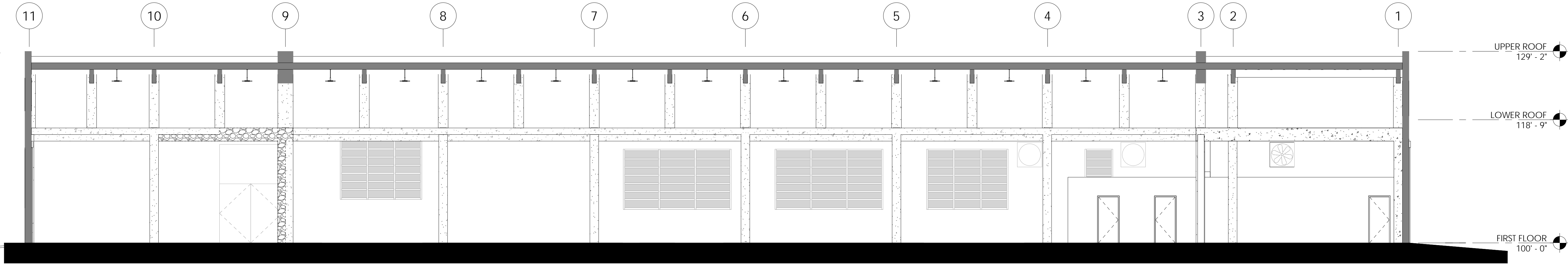
DATE ISSUED: --/--/2017  
PROJECT NO.: 160D01

DRAWING NUMBER:  
EX-301  
SHEET: 9 OF 27

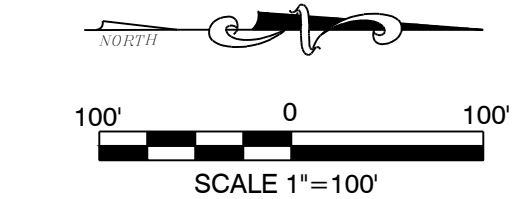
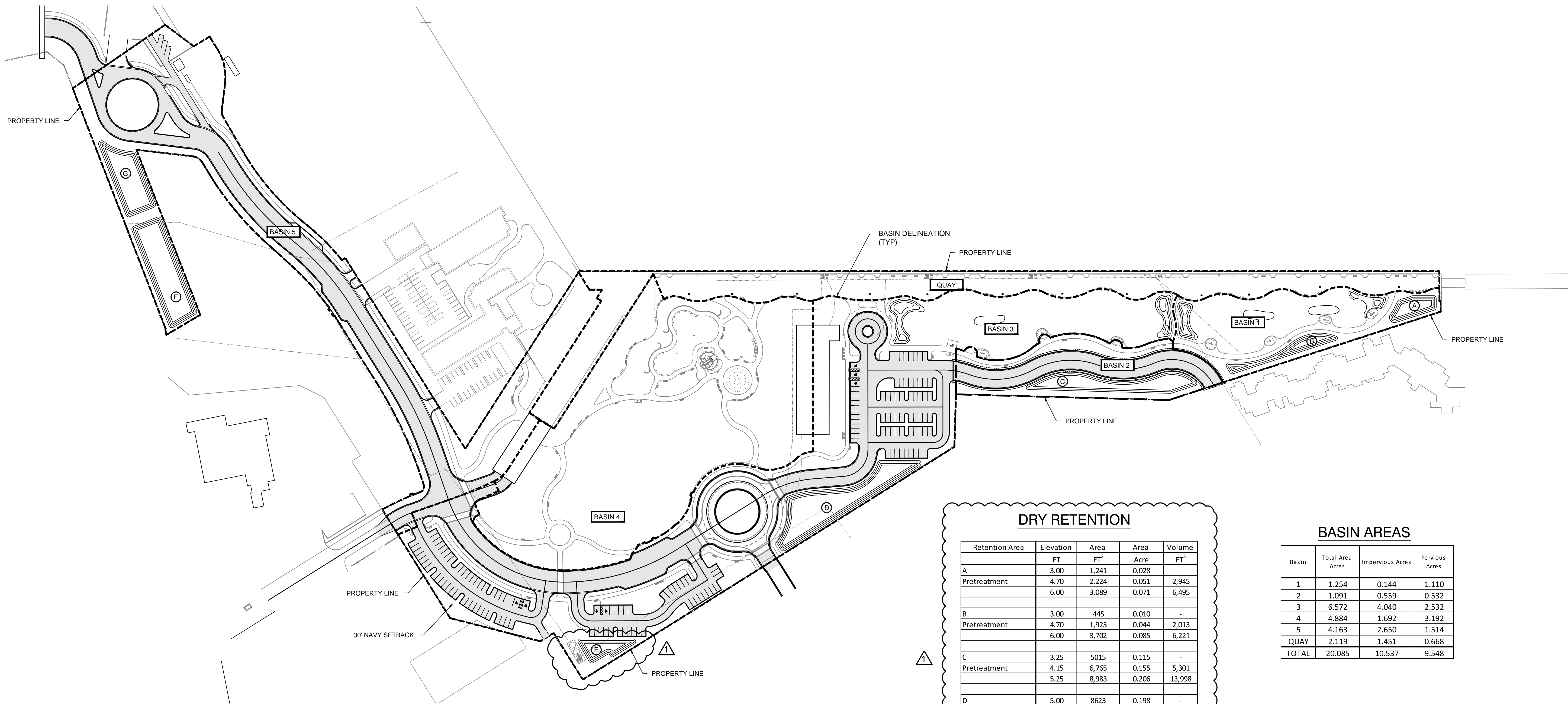
DEMOLITION PLAN LEGEND

DEMO LEGEND

SHEET KEYNOTES



A1 LONGITUDINAL SECTION FACING SOUTH  
1/8" = 1'-0"



BAR IS TWO INCHES ON ORIGINAL DRAWINGS IF  
NOT TWO INCHES ON THIS SHEET ADJUST  
SCALES ACCORDINGLY

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

DRY RETENTION				
Retention Area	Elevation	Area	Area	Volume
	FT	FT <sup>2</sup>	Acre	FT <sup>3</sup>
A	3.00	1,241	0.028	-
Pretreatment	4.70	2,224	0.051	2,945
	6.00	3,089	0.071	6,495
B	3.00	445	0.010	-
Pretreatment	4.70	1,923	0.044	2,013
	6.00	3,702	0.085	6,221
C	3.25	5015	0.115	-
Pretreatment	4.15	6,765	0.155	5,301
	5.25	8,983	0.206	13,998
D	5.00	8623	0.198	-
Pretreatment	6.80	12,240	0.281	18,777
	8.00	14,772	0.339	35,093
E	5.00	1057	0.024	-
Pretreatment	6.80	2,968	0.068	3,623
	8.00	3,166	0.073	6,335
F	3.00	7900	0.181	-
Pretreatment	4.70	10,337	0.237	15,501
	6.00	12,316	0.283	30,324
G	3.00	4749	0.109	-
Pretreatment	4.70	6,547	0.150	9,602
	6.00	8,053	0.185	19,203
Total	Swale Pretreatment Volume (FT3)			57,761
	Swale Total Volume (FT3)			117,668

BASIN AREAS			
Basin	Total Area Acres	Impervious Acres	Pervious Acres
1	1.254	0.144	1.110
2	1.091	0.559	0.532
3	6.572	4.040	2.532
4	4.884	1.692	3.192
5	4.163	2.650	1.514
QUAY	2.119	1.451	0.668
TOTAL	20.085	10.537	9.548



BERMELLO AJAMIL  
& PARTNERS • INC

Architecture • Engineering • Planning  
Interior Design • Landscape Architecture  
2601 South Bayshore Drive  
Suite 1000  
Miami, Florida 33133  
(305) 859-2050  
Fax (305) 860-3700

PREPARED FOR/OWNER:

CITY OF KEY WEST, FL  
P. O. BOX 1409  
3140 FLAGLER AVENUE  
KEY WEST, FL 33041



PROJECT NAME:

TRUMAN  
WATERFRONT  
PARK

PROJECT LOCATION/ADDRESS:

TRUMAN WATERFRONT PARK  
WEST OF FORT STREET AND THE  
TRUMAN ANNEX DEVELOPMENT,  
NORTH OF KEY WEST NAVAL BASE

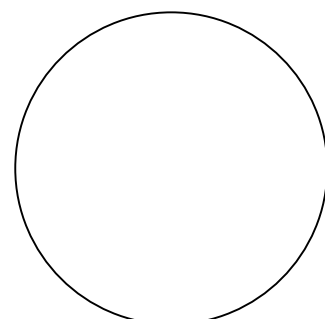
SUB-CONSULTANT INFORMATION:

**PEREZ ENGINEERING &  
DEVELOPMENT, INC.**

Certificate of Authorization No. 8579

1010 Kennedy Drive  
Suite 201  
Key West, Florida 33040  
(305) 293-9440  
Fax (305) 296-0243

PROFESSIONAL SEAL:



ALLEN E. PEREZ, P.E.  
FLORIDA REGISTERED ENGINEER  
51468

SUBMITTAL DESCRIPTION / MILESTONE:

**BIDDING  
August 30, 2015**

REVISIONS:

**09-29-15 ADDENDA No. 2**

DRAWING SHEET INFORMATION

BA PROJECT NO.: 14041

SCALE: 1" = 100'

DATE: June 25, 2015

DRAWN BY: BGO

CHECKED BY: AEP

DRAWING TITLE:

**DRAINAGE BASIN  
MAP**

SHEET NO.

**CB-01**



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

---

### ADDENDUM NO. 1

#### Truman Waterfront Building 103 Demolition

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal (RFP) package is hereby amended in accordance with the following items:

- 1) *A Pre-Bidders conference will be held in the City Manager's Conference Room, 1300 White Street, Key West FL, on November 15, 2017 at 11:00 a.m.*
- 2) *Bidders shall provide an Additive Alternate cost for the removal of excess reclaimed wood. This Additive Alternate to be priced on a per ton basis. Bidder will use this addendum as a supplement to the bid sheet.*
  - a. *Price per ton for removal and recycling/disposal of reclaimed wood*

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

- 3) *Is there a cost estimate or budget for this project?*
  - a. *No*
- 4) *Is there an approximate start date for the project?*
  - a. *Tuesday, January 2, 2018*

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

---

Signature

---

Name of Business



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

---

### ADDENDUM NO. 2

#### Truman Waterfront Building 103 Demolition

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal (RFP) package is hereby amended in accordance with the following items:

**1) *Include the following attachments as part of the ITB Documents.***

- a. Tetra-Tech LBP and ACM Report
- b. LBP sample locations
- c. REVISED Proposal Form

**2) *Bidder Questions/Response***

- 1. The documents posted on DemandStar do not include the Tetra Tech Environmental Assessment. Can you add this to the file? *Included in this Addendum.*
- 2. Do you have an overall SF of lead paint to be removed? *No, Contractor to field measure.*
- 3. Should we assume all debris, including concrete material generated during demolition to be hazardous disposal? *If lead based paint is not removed, concrete demolition debris is considered hazardous unless the Contractor demonstrates non-hazardous through TCLP testing.*

**3) *Modify Summary of Work: GENERAL as follows:***

- 1. 1.a.: Delete last sentence and insert "*Contractor shall remove and properly dispose residual LBP (i.e., chips) from ground surfaces within the building and limit of work.*"
- 2. 1.d.: Insert after last sentence "*Contractor shall remove and dispose/recycle steel plates covering pits prior to backfill. Steel beams located at or below grade may remain.*"

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

---

Signature

---

Name of Business



5363-Stuart-17

October 25, 2017

James W. Bouquet P.E.  
Director of Engineering  
City of Key West  
1300 White Street  
Key West, FL 33040

*Transmitted via electronic mail to James Bouquet at [jbouquet@cityofkeywest-fl.gov](mailto:jbouquet@cityofkeywest-fl.gov) on October 25, 2017.*

Reference: P.O. 084901

Subject: Truman Annex Building 103 Asbestos and Lead Based Paint Surveys

Dear Mr. Bouquet:

Per P.O. 084901 under the General Environmental Engineering Services Agreement between the City of Key West and Tetra Tech Inc., we are submitting an Asbestos and Lead Base Paint Assessment for the Truman Annex Building 103 at 35 East Quay Road.

Tetra Tech conducted a lead based paint assessment and subcontracted Jupiter Environmental Laboratories, Inc. to analyze lead paint samples. A total of 15 samples were collected. A total of 7 out of 15 samples detected concentrations for lead that exceeded the criteria set by the EPA or HUD. The EPA and HUD rules exempt renovations when the paint to be disturbed has been determined to be below the EPA-HUD standard for lead-based paint of 1 mg/cm<sup>2</sup> or 5000mg/g (0.5%) of lead, or 5,000 ppm.

(See <http://www.epa.gov/oppt/chemtest/pubs/petitions.html#petition5> for links to the petition and EPA's response.)

Results are displayed in Table 1 and the laboratory analytical report is attached.

Tetra Tech subcontracted Florida Air Quality Solutions (FAQS) to conduct an asbestos assessment. A total of 27 samples were collected. Samples were collected from 9"x 9" floor tile with mastic, black base with adhesive, stucco, modified roof, and the parapit/flashing. None of the samples detected asbestos. Results are located in the FAQS survey report attached.

**Tetra Tech, Inc.**

759 South Federal Highway, Suite 314, Stuart, FL 34994  
Tel 772.781.3400 Fax 772.781.3411 [www.tetratech.com](http://www.tetratech.com)

**Table 1**

Sample	Concentration	Criteria
KW-103-1	350 mg/kg	5000 mg/kg (ppm)
KW-103-2	350 mg/kg	5000 mg/kg (ppm)
KW-103-3	240 mg/kg	5000 mg/kg (ppm)
KW-103-4	9300 mg/kg	5000 mg/kg (ppm)
KW-103-5	4100 mg/kg	5000 mg/kg (ppm)
KW-103-6	23000 mg/kg	5000 mg/kg (ppm)
KW-103-7	76000 mg/kg	5000 mg/kg (ppm)
KW-103-8	26000 mg/kg	5000 mg/kg (ppm)
KW-103-9	120000 mg/kg	5000 mg/kg (ppm)
KW-103-10	1000 mg/kg	5000 mg/kg (ppm)
KW-103-11	2000 mg/kg	5000 mg/kg (ppm)
KW-103-12	4000 mg/kg	5000 mg/kg (ppm)
KW-103-13	13000 mg/kg	5000 mg/kg (ppm)
KW-103-14	7000 mg/kg	5000 mg/kg (ppm)
KW-103-15	2200 mg/kg	5000 mg/kg (ppm)

Note: Shaded lines are samples that exceeded criteria.

**Recommendations**

Before demolition of Building 103 occurs, an EPA/FL certified lead-based paint abatement company will need to remove all lead-based paint from the interior and exterior of the building; analyze for TCLP concentrations; and dispose of the paint and any abatement materials as hazardous or non-hazardous waste. The determination of hazardous or non-hazardous will be dependent upon the TCLP concentrations.

If you have any questions or require any additional information, please contact me at 706.831.7259.

Sincerely,

*Shauna Stotler*

Project Manager

cc: Brian Proctor, Tetra Tech, Inc.

GENERAL NOTES

DIMENSION NOTES

SHEET KEYNOTES

hayes | cumming  
architects

2210 central ave, suite 100  
st. petersburg, fl 33712  
ph 727.321.0900  
fx 727.321.0903  
AA26001260  
hc-arc.com

andrew m. hayes, aia, leed bd+c  
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members of



CONSULTANT:

CLIENT / PROJECT NAME:

ALTERATIONS TO  
BUILDING 103 FOR  
CITY OF KEY WEST

Approver  
Checker

Original drawing is 24"x36". Scale accordingly if reduced.

SHEET TITLE:

FIRST FLOOR PLAN

REVISIONS:

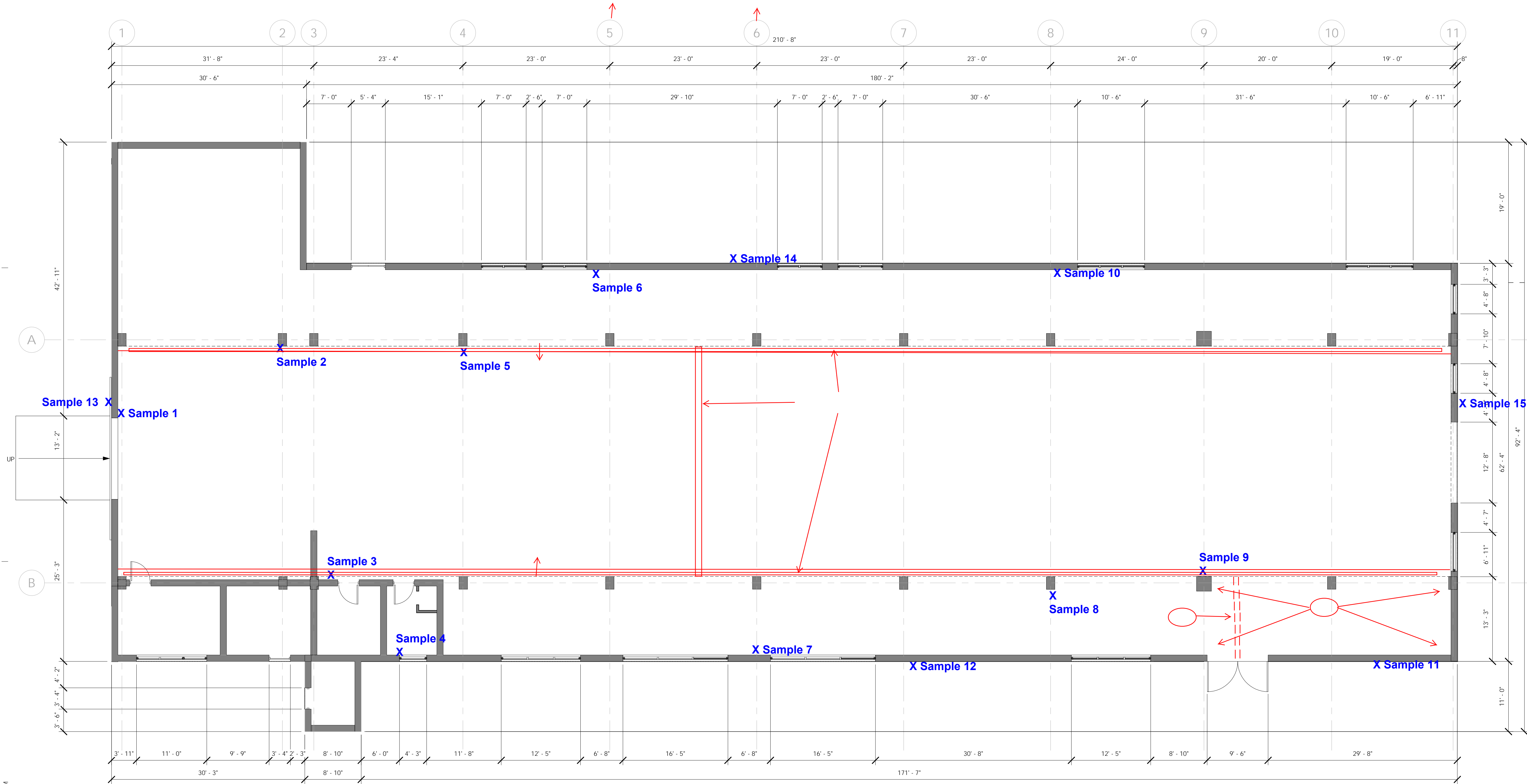
DATE ISSUED: 03/15/2017  
PROJECT NO.: 150D01

DRAWING NUMBER:

A-101

SHEET: 2 OF 7

ANDREW M. HAYES  
ARCHITECT  
20170122Z



N  
FIRST FLOOR PLAN  
1/8" = 1'-0"  
0 4 8 16

3/15/2017 11:16:33 AM

# LBP Photolog

Site Photographs

October 12, 2017





Photo 1 – sample 1



Photo 2 – sample 2



Photo 3 – sample 3



Photo 4 – sample 4



Photo 5 – sample 5



Photo 6 – sample 6



Photo 7 – sample 7



Photo 8 – sample 8



Photo 9 – sample 9



Photo 10 – sample 10



Photo 11 – sample 11



Photo 12 – sample 12



Photo 13 – sample 14



Photo 14 – sample 15

October 20, 2017

Shauna Stotler  
Tetra Tech - SC  
117 Hearthstone Dr SW  
Aiken, SC 29803

RE: LOG# 1753689  
Project ID: LBP 194-5363  
COC# 1753689

Dear Shauna Stotler:

Enclosed are the analytical results for sample(s) received by the laboratory on Monday, October 16, 2017. Results reported herein conform to the most current NELAC standards, where applicable, unless indicated by \* in the body of the report. The enclosed Chain of Custody is a component of this package and should be retained with the package and incorporated therein.

Results for all solid matrices are reported in dry weight unless otherwise noted. Results for all liquid matrices are reported as received in the laboratory unless otherwise noted. Results relate only to the samples received. Should insufficient sample be provided to the laboratory to meet the method and NELAC Matrix Duplicate and Matrix Spike requirements, then the data will be analyzed, evaluated and reported using all other available quality control measures.

Samples are disposed of after 30 days of their receipt by the laboratory unless extended storage is requested in writing. The laboratory maintains the right to charge storage fees for archived samples. This report will be archived for 5 years after which time it will be destroyed without further notice, unless prior arrangements have been made.

Certain analyses are subcontracted to outside NELAC certified laboratories, please see the Project Summary section of this report for NELAC certification numbers of laboratories used. A Statement of Qualifiers is available upon request.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Rebecca Lourido for  
Kacia Baldwin  
V.P. of Operations

Report ID: 1753689  
10/20/2017

Page 1 of 24

FDOH# E86546

### CERTIFICATE OF ANALYSIS

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## SAMPLE ANALYTE COUNT

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID	Sample ID	Method	Analytes Reported
1753689001	KW-Gym-1	EPA 6020	1
1753689002	KW-Gym-2	EPA 6020	1
1753689003	KW-Gym-3	EPA 6020	1
1753689004	KW-103-1	EPA 6020	1
1753689005	KW-103-2	EPA 6020	1
1753689006	KW-103-4	EPA 6020	1
1753689007	KW-103-5	EPA 6020	1
1753689008	KW-103-6	EPA 6020	1
1753689009	KW-103-7	EPA 6020	1
1753689010	KW-103-8	EPA 6020	1
1753689011	KW-103-9	EPA 6020	1
1753689012	KW-103-10	EPA 6020	1
1753689013	KW-103-11	EPA 6020	1
1753689014	KW-103-12	EPA 6020	1
1753689015	KW-103-13	EPA 6020	1
1753689016	KW-103-14	EPA 6020	1
1753689017	KW-103-15	EPA 6020	1
1753689018	KW-103-3	EPA 6020	1

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## SAMPLE SUMMARY

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID	Sample ID	Matrix	Date Collected	Date Received
1753689001	KW-Gym-1	Soil/Solid	10/12/2017 10:21	10/16/2017 09:50
1753689002	KW-Gym-2	Soil/Solid	10/12/2017 10:23	10/16/2017 09:50
1753689003	KW-Gym-3	Soil/Solid	10/12/2017 10:27	10/16/2017 09:50
1753689004	KW-103-1	Soil/Solid	10/12/2017 11:29	10/16/2017 09:50
1753689005	KW-103-2	Soil/Solid	10/12/2017 11:37	10/16/2017 09:50
1753689006	KW-103-4	Soil/Solid	10/12/2017 11:43	10/16/2017 09:50
1753689007	KW-103-5	Soil/Solid	10/12/2017 11:45	10/16/2017 09:50
1753689008	KW-103-6	Soil/Solid	10/12/2017 11:51	10/16/2017 09:50
1753689009	KW-103-7	Soil/Solid	10/12/2017 11:56	10/16/2017 09:50
1753689010	KW-103-8	Soil/Solid	10/12/2017 12:03	10/16/2017 09:50
1753689011	KW-103-9	Soil/Solid	10/12/2017 12:10	10/16/2017 09:50
1753689012	KW-103-10	Soil/Solid	10/12/2017 12:13	10/16/2017 09:50
1753689013	KW-103-11	Soil/Solid	10/12/2017 12:17	10/16/2017 09:50
1753689014	KW-103-12	Soil/Solid	10/12/2017 12:38	10/16/2017 09:50
1753689015	KW-103-13	Soil/Solid	10/12/2017 12:41	10/16/2017 09:50
1753689016	KW-103-14	Soil/Solid	10/12/2017 12:43	10/16/2017 09:50
1753689017	KW-103-15	Soil/Solid	10/12/2017 12:46	10/16/2017 09:50
1753689018	KW-103-3	Soil/Solid	10/12/2017 11:40	10/16/2017 09:50

FDOH# E86546

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## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689001**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-Gym-1**

Date Collected: 10/12/2017 10:21

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	91	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 14:54	ZS	

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## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689002**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-Gym-2**

Date Collected: 10/12/2017 10:23

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	240	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 15:04	ZS	L1

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689003**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-Gym-3**

Date Collected: 10/12/2017 10:27

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead		700 mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 15:14	ZS	L1

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689004**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-1**

Date Collected: 10/12/2017 11:29

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	350	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 15:23	ZS	L1

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689005**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-2**

Date Collected: 10/12/2017 11:37

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	350	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 15:33	ZS	L1

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689006**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-4**

Date Collected: 10/12/2017 11:43

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	9300	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 15:43	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689007**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-5**

Date Collected: 10/12/2017 11:45

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	4100	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 15:53	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689008**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-6**

Date Collected: 10/12/2017 11:51

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	23000	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 16:02	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID:	<b>1753689009</b>	Date Received:	10/16/2017 09:50	Matrix:	Soil/Solid
Sample ID:	<b>KW-103-7</b>	Date Collected:	10/12/2017 11:56		

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	76000	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 16:38	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689010**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-8**

Date Collected: 10/12/2017 12:03

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	26000	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 16:46	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689011**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-9**

Date Collected: 10/12/2017 12:10

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	120000	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 16:53	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689012**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-10**

Date Collected: 10/12/2017 12:13

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead		1000 mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 17:00	ZS	L2

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## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689013**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-11**

Date Collected: 10/12/2017 12:17

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead		2000 mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 17:06	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689014**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-12**

Date Collected: 10/12/2017 12:38

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead		4000 mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 17:12	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689015**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-13**

Date Collected: 10/12/2017 12:41

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	13000	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 17:22	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689016**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-14**

Date Collected: 10/12/2017 12:43

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead		7000 mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 17:32	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689017**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-15**

Date Collected: 10/12/2017 12:46

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	2200	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 17:42	ZS	L2

## ANALYTICAL RESULTS

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID: **1753689018**

Date Received: 10/16/2017 09:50

Matrix: Soil/Solid

Sample ID: **KW-103-3**

Date Collected: 10/12/2017 11:40

Parameters	Results	Units	PQL	MDL	DF	Prepared	By	Analyzed	By	Qual
Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)					Preparation Method: EPA 3050B					
					Analytical Method: EPA 6020					
Lead	240	mg/Kg	1.0	0.16	2	10/18/2017 09:45	ZS	10/18/2017 17:51	ZS	L1

## ANALYTICAL RESULTS QUALIFIERS

Workorder: 1753689

Project ID: LBP 194-5363

---

### PARAMETER QUALIFIERS

- L1      Reported value is above the calibration range but is within the instrument LDR (Linear Dynamic Range).
- L2      Off-scale high. Reported value is above the calibration range and the instrument LDR (Linear Dynamic Range).

### PROJECT COMMENTS

- 1753689      A reported value of U indicates that the compound was analyzed for but not detected above the MDL. A value flagged with an "i" flag indicates that the reported value is between the laboratory method detection limit and the practical quantitation limit.
- W|Sample(s) is reported as received (uncorrected for dry weight).

## QUALITY CONTROL DATA

Workorder: 1753689

Project ID: LBP 194-5363

QC Batch:	MXX/9079	Analysis Method:	EPA 6020			
QC Batch Method:	EPA 3050B					
Associated Lab Samples:	1753678006	1753689001	1753689002	1753689003	1753689004	1753689005
	1753689006	1753689007	1753689008	1753689009	1753689010	1753689011
	1753689012	1753689013	1753689014	1753689015	1753689016	1753689017
	1753689018	1753733001	1753733002			

METHOD BLANK: 127639

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
Lead	mg/Kg	U	0.039	

LABORATORY CONTROL SAMPLE & LCSD: 127640 127641

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Lead	mg/Kg	10	9.4	10	94.5	101	80-120	6.19	20	

MATRIX SPIKE SAMPLE: 127643 Original: 1753733002

Parameter	Units	Original Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Lead	mg/Kg	6.4	20	25	94.9	75-125	

SAMPLE DUPLICATE: 127642 Original: 1753733002

Parameter	Units	Original Result	DUP Result	RPD	Max RPD	Qualifiers
Lead	mg/Kg	6.4	7.6	4.58	20	

## QUALITY CONTROL DATA CROSS REFERENCE TABLE

Workorder: 1753689

Project ID: LBP 194-5363

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
1753689001	KW-Gym-1	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689002	KW-Gym-2	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689003	KW-Gym-3	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689004	KW-103-1	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689005	KW-103-2	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689006	KW-103-4	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689007	KW-103-5	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689008	KW-103-6	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689009	KW-103-7	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689010	KW-103-8	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689011	KW-103-9	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689012	KW-103-10	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689013	KW-103-11	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689014	KW-103-12	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689015	KW-103-13	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689016	KW-103-14	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689017	KW-103-15	EPA 3050B	MXX/9079	EPA 6020	MMS/8170
1753689018	KW-103-3	EPA 3050B	MXX/9079	EPA 6020	MMS/8170

150 S. Old Dixie Highway, Jupiter, FL 33458

(561) 575-0030 • FAX (561) 575-4118 • [clientservices@jupiterlabs.com](mailto:clientservices@jupiterlabs.com)

P.O. #

Quote #

Company Name						LAB ANALYSIS										Requested Turnaround Time		
Address																Note: Rush requests subject to acceptance by the laboratory.		
City State Zip																Standard		
Sampling Site Address																<input checked="" type="checkbox"/> Expedited		
Attn: Shauna Stotler Email: shauna.stotlera@tetratech.com																Due 10/20/17		
Project Name LBP Project # 194-5363																		
Sampler Name/Signature: Shauna Stotler / SLS Stotler																		
#	Sample Label (Client ID)	Collected Date	Collected Time	Matrix Code*	# of Cont	Parameters											Field Filtered (Y/N)	Comments
1	KW-Gym-1	10-12-17	1021	D	1	Lead	X										N	Paint Flakes
2	KW-Gym-2		1023	D	1	Lead	X											
3	KW-Gym-3		1027	D	1	Lead	X											
4	KW-103-1		1129	D	1	Lead	X											
5	KW-103-2		1137	D	1	Lead	X											
6	KW-103-4		1143	D	1	Lead	X											
7	KW-103-5		1145	D	1	Lead	X											
8	KW-103-6		1151	D	1	Lead	X											
9	KW-103-7		1156	D	1	Lead	X											
10	KW-103-8		1203	D	1	Lead	X											

**Matrix Codes\***

S Soil/Solid Sediment	SW Surface Water	A- none	I- Ice
GW Ground Water	SL Sludge	B- HNO <sub>3</sub>	O- Other
WW Waste Water	O Other (Please Specify)	C- H <sub>2</sub> SO <sub>4</sub>	M- MeOH
DW Drinking Water		D- NaOH	N- Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>
		E- HCl	Z- ZnAc

**Pres Codes**

Relinquished by: Shauna Stotler  
Fedex

Date	Time	Received by	Date	Time
10-13-17	0930	Fedex	-	-
10/16/17	0950	CVM	10/16/17	0950

QA/QC level with report  
None   1     2     3   See price guide for applicable fees

FDEP Dry Cleaning ☐ FDEP UST Pre-Approval ☐  
SFWD ☐ ADAPT ☐ DOT ☐

Temp Control:  
RT °C

Company Name <u>Tetra Tech</u>						LAB ANALYSIS												Requested Turnaround Time	
Address <u>117 Hearthstone Dr SW</u>																		Note: Rush requests subject to acceptance by the laboratory	
City <u>Aiken</u> State <u>SC</u> Zip <u>29803</u>																		Standard	
Sampling Site Address <u>Key West FL</u>																		<input checked="" type="checkbox"/> Expedited	
Attn: <u>Shauna Stotler</u> Email <u>shauna.stotler@tetratech.com</u>																		Due <u>10/20/17</u>	
Project Name <u>LBP</u> Project # <u>194-5363</u>																			
Sampler Name/Signature <u>Shauna Stotler / S Stotler</u>																			
#	Sample Label (Client ID)	Collected Date	Collected Time	Matrix Code*	# of Cont														
1	KW-103-9	10-12-17	1210	Ø	1	X												N	Paint Flakes
2	KW-103-10		1213	Ø	1	X													
3	KW-103-11		1217	Ø	1	X													
4	KW-103-12		1238	Ø	1	X													
5	KW-103-13		1241	Ø	1	X													
6	KW-103-14		1243	Ø	1	X													
7	KW-103-15		1246	Ø	1	X													
8	KW-103-3	10/12/17	1140	Ø	1	X													
9																			
0																			

Matrix Codes*				Pres Codes		Relinquished by		Date	Time	Received by		Date	Time
S Soil/Solid Sediment	SW Surface Water	A- none	I- Ice	Shauna Stotler		10-13-17	0930	Fedex		—	—		
GW Ground Water	SL Sludge	B- HNO <sub>3</sub>	O- Other	Fedex		10/16/17	0950	Cm		10/16/17	0950		
WW Waste Water	O Other (Please Specify)	C- H <sub>2</sub> SO <sub>4</sub>	M- MeOH										
DW Drinking Water		D- NaOH	N- Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>										
		E- HCl	Z- ZnAc										

QA/QC level with report				Temp Control:	
None	1	2	3	RT °C	
FDEP Dry Cleaning <input type="checkbox"/> FDEP UST Pre-Approval <input type="checkbox"/>					
SFWMD <input type="checkbox"/> ADaPT <input type="checkbox"/> DOT <input type="checkbox"/>					

Part # 156297-439 MDS EXP 08/18 549J4794FC/104C

## Sample Receiving

---

**From:** Stotler, Shauna  
**Sent:** Monday, October 16, 2017 3:23 PM  
**To:** Sample Receiving  
**Subject:** Re: Attached COC

1140

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Sample Receiving <[samlereceiving@jupiterlabs.com](mailto:samlereceiving@jupiterlabs.com)>  
**Date:** 10/16/17 3:16 PM (GMT-05:00)  
**To:** "Stotler, Shauna" <[Shauna.Stotler@tetrattech.com](mailto:Shauna.Stotler@tetrattech.com)>  
**Subject:** RE: Attached COC

Do you have a collected time for that sample?

Best Regards,  
Sample Custodian | Sample Receiving | [www.jupiterlabs.com](http://www.jupiterlabs.com) | 561-575-0030 (ext. 112)  
NELAP . DoD ELAP . ISO 17025 . WMBE

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**From:** Stotler, Shauna [<mailto:Shauna.Stotler@tetrattech.com>]  
**Sent:** Monday, October 16, 2017 1:14 PM  
**To:** Sample Receiving <[samlereceiving@jupiterlabs.com](mailto:samlereceiving@jupiterlabs.com)>  
**Subject:** Re: Attached COC

Yes please

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Sample Receiving <[samlereceiving@jupiterlabs.com](mailto:samlereceiving@jupiterlabs.com)>  
**Date:** 10/16/17 1:11 PM (GMT-05:00)  
**To:** "Stotler, Shauna" <[Shauna.Stotler@tetrattech.com](mailto:Shauna.Stotler@tetrattech.com)>  
**Subject:** Attached COC

Good Afternoon!

We received sample KW-103-3 that isn't on the COC, is it okay to add it and proceed with the Pb testing?

I've attached the COC for reference.

Best Regards,  
Sample Custodian | Sample Receiving | [www.jupiterlabs.com](http://www.jupiterlabs.com) | 561-575-0030 (ext. 112)  
NELAP . DoD ELAP . ISO 17025 . WMBE

## **PROPOSAL – REVISED 11/15/2017**

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

To: The City of Key West  
Address: 1300 White St, Key West, Florida 33040  
Project Title: DEMOLITION OF BUILDING 103

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

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

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

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

### **BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

### **CONTRACT EXECUTION AND BONDS**

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

### **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects not later than March 30, 2018.

## **PROPOSAL (continued)**

### **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 Owner at the rate of \$500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

### **ADDENDA**

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

### **SALES AND USE TAXES**

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

### **LUMP SUM ITEMS**

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

**TOTAL LUMP SUM BASE BID<sup>1</sup>:** \$ \_\_\_\_\_ (1)

**LANDSCAPE ALLOCATION:** \$ 25,000.00 (2)

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

\$ \_\_\_\_\_ Dollars & \_\_\_\_\_  
Cents *amount written in words*

**Landscape Allocation:** Design, Furnish and Plant Additional Landscaping. Coordinate with Owner to develop vertical landscape plan, subject to approval by the City's Urban Forestry Manager. Provide additional irrigation as necessary. Total cost not to exceed \$25,000 landscaping allocation.

#### **<sup>1</sup>Indicate Demolition Methodology (check one):**

A. LBP Abatement, then demolition and disposal as solid waste/recycling: \_\_\_\_\_

B. Demolish (no LBP abatement) and disposal as hazardous waste: \_\_\_\_\_

**The Bidder shall submit a Schedule of Values with the Proposal. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum.**

**Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the supplier's invoice plus 10 %.**

**SUBCONTRACTORS**

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

<hr/>			
<b>Name</b>			
<hr/>		<hr/>	
Trade		Percent of Total Base Bid	
<hr/>			
<hr/>	<hr/>	<hr/>	<hr/>
Street	City	State	Zip

<hr/>			
<b>Name</b>			
<hr/>		<hr/>	
Trade		Percent of Total Base Bid	
<hr/>			
<hr/>	<hr/>	<hr/>	<hr/>
<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>

<hr/>			
<b>Name</b>			
<hr/>		<hr/>	
Trade		Percent of Total Base Bid	
<hr/>			
<hr/>	<hr/>	<hr/>	<hr/>
Street	City	State	Zip

**SURETY**

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 whose address is

<hr/>	<hr/>	<hr/>	<hr/>
Street	City	State	Zip

**BIDDER**

The name of the Bidder submitting this Proposal is

---

 doing business at

<hr/>	<hr/>	<hr/>	<hr/>
Street	City	State	Zip

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

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

_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
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 \_\_\_\_\_ 2017.

(SEAL)

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

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

\*\*\*\*\*



## THE CITY OF KEY WEST

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

### ***Truman Waterfront Building 103 Demolition ITB 18-008***

#### **Pre-Bid Meeting Agenda**

November 15, 2017

**1. Introductions:**

- a. *Attendee Introductions*

**2. Request for Proposal critical milestones:**

- a. *Deadline for Inquiries:* November 23, 2017
- b. *Final Addenda Issued:* November 27, 2017
- c. *Bids Due By:* 3:00 p.m., November 29, 2017

**3. Project Scope and Description:**

- a. *Location of Project Site:*
  - i. 103 Quay Road
- b. *Bidder/Contractors Requirements:*
  - i. Review Summary of Work
  - ii. Summary of Work 1.a.: Option not to remove LBP but to dispose of all material as hazardous. So indicate on revised Proposal Form.
  - iii. Continuous Dust Control – TAMPOA and Coast Guard Cutter Ingham (as discussed in meeting)
  - iv. Removal and disposal of stored materials
- c. *Hours of Operation:*
  - i. Noise Ordinance, Monday through Friday 8 a.m.–7 p.m., Saturday 9 a.m.– 4 p.m.

**4. Instruction to Bidders / Proposal**

- a. *Type and Preparation of Proposals:*
  - i. The cost for the work is to be submitted on a Lump Sum basis.
  - ii. Bidder shall complete and submit required forms
  - iii. Revised Proposal Form with corrected contract duration and demolition method included in Addendum No. 2.
- b. *Submission of Bids:*
  - i. ALL Bids shall be made on the Bid form provided and contain (1) Original bid package & (2) Flash Drives containing a single PDF file of the entire bid package.

**5. Insurance and Bonds**

- a. *Performance and Payment Bonds*
  - i. The successful Bidder shall file with the City, at the time of delivery of the signed Contract, a Performance and Payment Bond found on the form provided in the ITB documents and CKW Business License Tax Receipt.

**6. Time of Completion**

- a. *Target City Commission award January 3, 2018 with work **complete March 30, 2018.***

**Bid Opening: November 29, 2017**

[illegible]



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

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### ADDENDUM NO. 3

#### Truman Waterfront Building 103 Demolition

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

#### *Bidder Questions/Response*

- 1) Is the irrigation system cost included in the (25k) predetermined landscaping budget?
  - a. *Refer to Summary of Work 1.n.*
- 2) There are raised features throughout the building floor (grade beams, curbs etc.). Do we need to cut these features flush?
  - a. *Refer to Summary of Work 1.c.*

***Delete item 2 of Addendum 1 as all surplus wood will be disposed of by Owner.***

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

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Signature

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Name of Business