INVITATION TO BID DOCUMENTS

FOR THE CONSTRUCTION OF THE

HAWK MISSILE SITE RESTORATION

ITB # 18-016
City of Key West, Florida

CITY OF KEY WEST

MAYOR: CRAIG CATES

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

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CLAYTON LOPEZ

PREPARED BY:
CITY OF KEY WEST
UTILITIES DEPARTMENT

ITB DOCUMENTS

CITY OF KEY WEST

BID DOCUMENTS

FOR

HAWK MISSILE SITE RESTORATION

****

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS
DRAWINGS

****

KEY WEST, FLORIDA

MAY 2018

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

May 1, 2018

To: All Prospective Bidders

Pursuant to City of Key West Code of Ordinances, Section 2-770, Invitation to Bid (ITB), the City of Key West is soliciting competitive sealed bids for **HAWK MISSILE SITE RESTORATION, ITB NO. 18-016.**

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following remedial restoration project:

Plant mangroves within an existing wetland mitigation site located at the Hawk Missile Site, remove fill material, and construct tidal flushing channels between mangrove planting areas. This work must be conducted by hand to protect and avoid impacting existing mangroves.

Site access is limited to hand tools and workers only. No heavy equipment machinery will be allowed in the wetlands restoration areas.

A mandatory pre-bid meeting will be held on **MAY 17, 2018** at **0900**, at the Hawk Missile Site, Government Road, Key West, Florida.

This package contains the following documents:

Part 1: Procurement Requirements
Part 2: Contract Documents
Part 3: Plans

Please review your package to ensure it contains all of these documents. If not, contact Mr. David Sermak, City of Key West Purchasing Agent, at (305) 809-3819, immediately to obtain copies of any missing document(s). Please contact Ms. Elizabeth Ignoffo, Permit and Contract Engineer, at eignoffo@cityofkeywest-fl.gov , with questions concerning the project. The city's Cone of Silence ordinance prohibits verbal communications.

Firms/corporations submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kick Affidavit, Public Entity Crimes, Equal Benefits for Domestic Partnership Affidavit, Cone of Silence, Local Vendor Certification, and past project history.

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for **ITB 18-016 HAWK MISSILE SITE RESTORATION**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m**., local time, on **Wednesday, June 13, 2018**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original and two (2) USB drives with a single PDF file of the sections entitled "Bidding Requirements" and "Contract Forms" on each USB. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **"ITB #18-016 HAWK MISSILE SITE RESTORATION,"** addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following remedial restoration project:

Plant mangroves within an existing wetland mitigation site located at the Hawk Missile Site, remove fill material, and construct tidal flushing channels between mangrove planting areas. This work must be conducted by hand to protect and avoid impacting existing mangroves.

Site access is limited to hand tools and workers only. No heavy equipment machinery will be allowed in the wetlands restoration areas.

Invitation to Bid, drawings and specifications may be obtained from Demand Star by Onvia or the City of Key West website bid proposal page. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712, or go to city website www.cityofkeywest-fl.gov .

A mandatory pre-bid meeting will be held on **MAY 17, 2018** at **0900**, at the Hawk Missile Site, Government Road, Key West, Florida.

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

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. The following documentation will be required, within 10 days following the Notice of Award:

A. City of Key West Tax License Receipt.

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

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

The City of Key West hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to the Utilities Department, Elizabeth Ignoffo, Permit Engineer, at eignoffo@cityofkeywest-fl.gov .

As stated above, at the time of the bid submittal, the Bidder must provide satisfactory documentation of state licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of county, and city licenses, as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, licenses, bonds, and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City, or (7) if, in the opinion of standards set forth in these ITB documents, taken as a whole. The city may also waive any minor formalities or irregularities in any bid.

* * * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

   A. FORMAT

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

   B. DOCUMENT INTERPRETATION

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

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

   C. DRAWINGS

   Drawings are attached.

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

   The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the City. Bidders must hold or obtain all licenses or certificates required by federal, state, or local statutes, or regulations in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

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

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

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

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

5. TYPE OF BID

LUMP SUM

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

The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

The Bidder shall sign his Bid in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

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

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

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

D. ATTACHMENTS

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

Anti-Kickback Affidavit
Public Entity Crimes Form
City of Key West Indemnification Form
City of Key West Business License Tax Receipt
Local Vender Certification (if applicable)
Affidavit of Compliance with Domestic Partners Ord. 2-799
Affidavit of Compliance with Cone of Silence Ord. 2-773

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BID

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

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

9. MODIFICATION OR WITHDRAWAL OF BID

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

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

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

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

13. BASIS OF AWARD

The award will be made by the CITY on the basis of the Total Lump Sum Bid from the lowest, responsive, responsible BIDDER which, in the CITY's sole and absolute judgement will best serve the interest of the CITY.

14. LOCAL PREFERENCE

City of Key West policy of local preference is applied to bids submitted by qualified local businesses, in accordance with City of Key West Code of Ordinances, Section 2-798.

Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price Bid, and the Bid submitted by one or more responsive, responsible local businesses within five percent of the price submitted by the non-local business, then the local business with the apparent lowest Bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local Bidder, within three (3) working days of the Notice of Intent to Award. If the lowest local Bidder submits a Bid that fully matches the lowest Bid from the lowest non-local bidder tendered previously, then the award shall be made to such local Bidder. If the lowest local Bidder declines or is unable to match the lowest non-local Bid price(s), then the award shall be made to the non-local business.

15. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached,

together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

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

B. POWER-OF-ATTORNEY

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

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

17. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

18. TIME OF COMPLETION

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

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

The term of this contract will be 180 calendar days.

19. EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

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

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

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

20. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

* * * * *

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

BID FORM

To:	The City of Key West, Florida
Address:	1300 White Street, Key West, Florida 33040
Project Title:	HAWK MISSILE SITE RESTORATION ITB 18-016

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

Company Name: _____

Contact Name & Telephone: _____

Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME
The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the project, in all respects within 180 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES
In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the CITY at the rate of $250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA
The Bidder hereby acknowledges that 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 Bid(s) includes all impacts resulting from said addenda.

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

LUMP SUM WORK
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 represents a true measure of 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 Bid $_____
In Words

_____**Dollars &** _____ **Cents**

Unforeseen Conditions and Contingency Allowance **$25,000.00**

TOTAL BID (Base + Allowances) $_____

Payment for materials and equipment authorized by the CITY in a written Change Order, but not listed in the Schedule of Values, will be provided at supplier's invoice plus fifteen (15) percent.

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

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

SUBCONTRACTORS

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

_____
Name

_____ _____ _____
Street City State Zip

_____
Name

_____ _____ _____
Street City State Zip

_____
Name

_____ _____ _____
Street City State Zip

SURETY

_____ whose address is

_____ _____ _____

Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is _____

_____ doing business at

_____ _____ _____

Street City State Zip

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

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

Name/Title

_____ _____

_____ _____

_____ _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ , 20___ .

_____

Signature of Bidder

_____

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____ 20__ .

(SEAL)

_____
Name of Corporation

By: _____

Title: _____

Attest: _____
Secretary

Sworn and subscribed before this _____ day of _____, 20___

NOTARY PUBLIC, State of _____ , at Large

My Commission Expires: _____

EXPERIENCE OF BIDDER

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

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

FLORIDA BID BOND

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

hereinafter called the PRINCIPAL, and _____

_____

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

having its principal place of business at _____

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

_____

hereinafter called the OBLIGEE, in the sum of: _____

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for
ITB 18-016, HAWK MISSILE SITE RESTORATION, said Bid , by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the Contract Documents, entitled:

ITB 18-016, HAWK MISSILE SITE RESTORATION

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

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

Signed and sealed this _____ day of _____ 20____ .

PRINCIPAL

By _____

STATE OF _____)
: SS
COUNTY OF _____

_____
SURETY

By _____

ANTI-KICKBACK AFFIDAVIT

STATE OF_____)
: SS
COUNTY OF _____)

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

By:_____

Sworn and subscribed before me this _____ day of _____ 20___.

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.

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

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

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

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

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

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

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

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

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

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this _____day of _____ , 20_____.

My commission expires:

_____
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

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

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

By:_____

Sworn and subscribed before me this _____ day of _____ 20___.

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 Code of Ordinances Sec. 2-773 Cone of Silence.

By:_____

Sworn and subscribed before me this _____ day of _____ 20___.

NOTARY PUBLIC, State of _____ , at Large

My Commission Expires:

LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

_____ _____
Signature of Authorized Representative Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___.

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

or has produced _____ 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

BIDDER'S CHECKLIST

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

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

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into _____ 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 ITB 18-016, HAWK MISSILE SITE RESTORATION, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____, 20_____, all in full compliance with the Contract Documents referred to herein.

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

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

The Contractor agrees to complete the work within 180 calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of $250.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractor's 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: _____

APPROVED AS TO FORM

_____
Attorney for Owner

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 CITY OF KEY WEST, represented by its _____
_____, hereinafter called the CITY (Obligee), in the sum of:
_____ DOLLARS ($_____),
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, 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 plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the 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 CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR 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 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

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 corporate 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 CITY OF KEY WEST, represented by its _____ _____, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS ($_____),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, 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 _____

_____

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 the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work

for said contract 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

PART 3

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GENERAL CONDITIONS

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DEFINITIONS

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

1. AS APPROVED

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

2. AS SHOWN, AND AS INDICATED

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

3. BIDDER

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

4. CONTRACT DOCUMENTS

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

5. CONTRACTOR

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

6. CONTRACT COMPLETION

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

7. DAYS

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

8. DRAWINGS

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

9. ENGINEER

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

10. NOTICE

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

11. OR EQUAL

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

12. OWNER

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

13. PLANS (See Drawings)

14. SPECIFICATIONS

The term "Specifications" refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto. Where standard specifications, such as those of ASTM, AASHTO, etc., have

been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

15. NOTICE TO PROCEED

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

16. SUBSTANTIAL COMPLETION

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

17. WORK

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

<u>CONTRACT DOCUMENTS</u>

18. INTENT OF CONTRACT DOCUMENTS

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

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

19. DISCREPANCIES AND OMISSIONS

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

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

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

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

20. CHANGES IN THE WORK

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

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

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

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

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

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

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

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

23. ADDITIONAL CONTRACT DOCUMENTS

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

24. OWNERSHIP OF CONTRACT DOCUMENTS

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

<u>THE ENGINEER</u>

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.

<u>THE CONTRACTOR AND HIS EMPLOYEES</u>

32. CONTRACTOR, AN INDEPENDENT AGENT

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

32. ASSIGNMENT OF CONTRACT

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

33. SUBCONTRACTING

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

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

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

34. INSURANCE AND LIABILITY

A. GENERAL

The CONTRACTOR shall provide (from insurance companies acceptable to the OWNER) the insurance coverage designated hereinafter and pay all costs.

Before commencing work under this Contract, the CONTRACTOR shall furnish the OWNER with certificates of insurance specified herein showing the type, amount class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

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

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

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

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

C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

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

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

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

E. BUILDERS RISK ALL RISK INSURANCE

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

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

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

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal

liability upon any public official.

35. INDEMNITY

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

36. EXCLUSION OF CONTRACTOR CLAIMS

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

37. TAXES AND CHARGES

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

38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

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

39. CODES, ORDINANCES, PERMITS AND LICENSES

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

40. SUPERINTENDENCE

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

41. RECEPTION OF ENGINEER'S COMMUNICATIONS

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

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

42. SAFETY

The CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The CONTRACTOR's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

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

The duty of the ENGINEER to conduct construction review of the work does not include review or approval of the adequacy of the CONTRACTOR's safety program, safety supervisor, or any safety measures taken in, on, or near the construction site.

The CONTRACTOR, as a part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

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

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

43. PROTECTION OF WORK AND PROPERTY

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

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

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

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

45. MATERIALS AND APPLIANCES

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

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

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

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

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

47. SUBSTITUTION OF MATERIALS

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

48. TESTS, SAMPLES, AND OBSERVATIONS

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

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

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

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

49. ROYALTIES AND PATENTS

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

50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

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

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

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

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

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

53. SCHEDULES AND PROGRESS REPORTS

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

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

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

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

54. PROSECUTION OF THE WORK

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

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

55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

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

56. OWNER'S RIGHT TO DO WORK

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

57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

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

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

58. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR is delayed in the progress of the work by any act or neglect of the OWNER or the ENGINEER, or by any separate CONTRACTOR employed by the OWNER, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the CONTRACTOR, within 48 hours of the start of the occurrence, gives written notice to the OWNER of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the CONTRACTOR gives written notice to the OWNER of any actual time extension requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the ENGINEER determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time.

No extension of time will be granted to the CONTRACTOR for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract. No extension of time will be considered for weather conditions reasonably anticipated for the area in which the work is being performed. Reasonably anticipated weather conditions will be based on official records of monthly precipitation and other historical data. Adverse weather conditions, if determined to be of a severity that would impact progress of the work, may be considered as cause for an extension of Contract completion time.

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

59. DIFFERING SITE CONDITIONS

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

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

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

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

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

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

60. LIQUIDATED DAMAGES

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

61. OTHER CONTRACTS

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

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

62. USE OF PREMISES

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

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

63. SUBSTANTIAL COMPLETION DATE

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

DEFINITIONS of these General Conditions.

64. PERFORMANCE TESTING

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

65. OWNER'S USE OF PORTIONS OF THE WORK

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

66. CUTTING AND PATCHING

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

67. CLEANING UP

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

<u>PAYMENT</u>

68. PAYMENT FOR CHANGE ORDERS

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

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

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

A. UNIT PRICES

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

B. LUMP SUM

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

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

C. COST REIMBURSEMENT WORK

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

If the method of payment cannot be agreed upon prior to the beginning of the work, and the OWNER directs by written Change Order that the work be done on a cost reimbursement basis, then the CONTRACTOR shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a

reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

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

   Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.
4. Additional bond, as required and approved by the OWNER.
5. Additional insurance (other than labor insurance) as required and approved by the OWNER.

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

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

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

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

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

69. PARTIAL PAYMENTS

A. GENERAL

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

B. ESTIMATE

At least 30 days before each progress payment falls due, as specified in the Supplementary Conditions, the CONTRACTOR shall submit to the ENGINEER a detailed estimate of the amount earned during the preceding month for the separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents,

and the value of approved materials delivered to the project site suitable stored and protected prior to incorporation into the work.

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

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

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

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

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

4. OWNER has been required to correct defective work or complete the work in accordance with Article OWNER'S RIGHT TO DO WORK;

5. Of CONTRACTOR's unsatisfactory prosecution of the work in accordance with the Contract Documents; or

6. CONTRACTOR's failure to make payment to SUBCONTRACTORS or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

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

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

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

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

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

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

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

4. If requested by the ENGINEER, the CONTRACTOR shall provide, with subsequent pay requests, invoices 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

REVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Delete Article “ENGINEER” in its entirety and substitute the following:
The person or organization identified as such in the Contract Documents. The term “ENGINEER” means authorized OWNER’s representative.

ARTICLE 32 "CONTRACTOR, AN INDEPENDENT AGENT"

Add the following:

A. ASSIGNMENT OF CONTRACT

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

ARTICLE 34 “INSURANCE AND LIABILITY”

Delete Articles 34 A, B, C, D, and E. 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:

Business Auto Liability	$300,000	Combined Single Limit
Business General Liability	$300,000	Aggregate (Per Project)
	$300,000	Products Aggregate
	$300,000	Any One Occurrence
	$300,000	Personal Injury
	$300,000	Fire Damage/Legal
Workers Compensation	Statutory	
Employers Liability	$1,000,000/$1,000,000/$1,000,000	

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG20 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 above noted minimum limits of coverage.

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. The City of Key West shall be named as Additional Insured on the insurance certificates.

ARTICLE 35 "INDEMNITY"

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

INDEMNITY

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

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

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

Add the following:

A. NOISE ORDINANCE

City of Key West has a noise ordinance that allows working hours between 8:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m., on Saturday. No work should be performed on Sunday, or during state and national holidays. Any construction outside these hours and days will require a variance from the City of Key West Commission.

B. LICENSES

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

ARTICLE 40 "SUPERINTENDENCE"

Add the following sub article:

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

ARTICLE 42 "SAFETY"

Add the following sub article:

OCCUPATIONAL SAFETY AND HEALTH

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

ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

HISTORIC PRESERVATION

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

ARTICLE 57 “OWNERS RIGHT TO TRANSFER EMPLOYMENT”

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

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

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

ARTICLE 68 “PAYMENT”

Sub-Article C. “COST REIMBURSEMENT WORK”

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

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

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

ARTICLE 69 "PARTIAL PAYMENTS"

Delete the first paragraph of Sub-Article B. “ESTIMATE” and substitute the following:

No more than once each month the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work and request payment. As used in this Article the words "amount earned" means the value, on the date of the estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

Sub-Article C "DEDUCTION FROM ESTIMATE"

Delete third sentence in its entirety and substitute the following:

1. When the work is 90 percent complete, the Owner may reduce the retainage to five percent of the dollar value of all work satisfactorily completed to date, provided the Contractor is making satisfactory progress and there is no specific cause for greater retainage.

Delete Sub-Article E "PAYMENT" in its entirety and substitute the following:

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

ARTICLE 72 "FINAL PAYMENT"

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

FINAL PAYMENT

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

A. Acceptance and Final Payment

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

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

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

3. The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with the work performed under the Contract, and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with any employee of the Owner in the performance of the Contract.

4. Final payment will not be released until the City receives certified as-built drawings in AutoCAD and Adobe format, as well as in the following standard formats:

   As-Built Drawing Standards
   All supplied data collections, as-builts, drawings and files to be compatible with Esri ArcGIS 10.2.2 Software. The current computing environment consists of Microsoft SQL Server – Windows 7/Server 2008 – Esri GIS Platform.

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

PART 4

GENERAL REQUIREMENTS AND SUMMARY OF WORK

SECTION 01000
GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 PROJECT DESCRIPTION

A. A brief description of the work is stated in the Invitation to Bid. To determine the full scope of the project or of any part of the project, coordinate the applicable information in the several parts of these Contract Documents, including the construction plans titled Hawk Missile Site Restoration by Perez Engineering and Development, Inc.

B. The following information is given to assist contractors in their evaluation of the work required to meet the project objectives.

C. The work is likely to be influenced by the tides. The tides can have an effect on the timing and work schedule. No extra claims shall be made for the tides or for other natural causes.

D. The contractor shall be responsible for providing a licensed surveyor registered in the State of Florida. Surveyor shall verify all benchmarks used during survey.

1.2 MOBILIZATION AND DEMOBILIZATION

Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization will be included in the unit price indicated in the BID.

PART 2 SEQUENCE OF OPERATIONS

2.1 SCHEDULING

A. Contractor shall produce a construction schedule.

B. No work shall begin until the mangrove plant and soil submittals have been reviewed and approved, and the material delivery date(s) have been established.

C. Trimming of mangroves or other native vegetation to be conducted by Contractor's certified arborist and only with the approval of the City.

D. Contractor shall have sufficient manpower, equipment, and materials to complete the project.

PART 3 SITE CONDITIONS

3.1 SITE INVESTIGATION AND REPRESENTATION

A. The Contractor acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather or similar physical

conditions, the character of equipment and facilities needed, preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this Contract.

B. The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the Owner or included in these Documents. Failure by Contractor to become acquainted with the physical conditions of the site and all available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.

C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, he shall perform the work in a good and workmanlike manner and to the satisfaction of the Owner.

D. The Owner assumes no responsibility for any representations made by any of it officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

3.2 INFORMATION ON SITE CONDITIONS

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

3.3 SUBSURFACE INVESTIGATION

A. No test holes or borings have been made by the Owner; however, any information the Owner may have concerning subsurface conditions will be made available to the Contractor upon request.

B. The Contractor shall examine the site and may make arrangements with the Owner to conduct his own subsurface investigation.

3.4 DIFFERING SUBSURFACE CONDITIONS

A. The Contractor shall note that the existing utilities are NOT shown on the plans.

B. The Contractor shall repair all utilities damaged during construction operations, at no cost to the Owner.

3.5 UTILITIES

The Contractor shall be responsible for determining, at his cost, the locations and elevations of all utilities in each project area, and shall be responsible for contacting each utility for location and notification prior to commencing work.

3.6 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

A. Where the Contractor's operations could cause damage or inconvenience to telephone, television, power, water, or sewer systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor.

B. Notify all utility offices which are affected by the construction operation at least 48 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.

C. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.

D. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.

F. In the event the Contractor encounters water service lines that interfere with the trenching he may, by obtaining prior approval of the property owner, Florida Keys Aqueduct Authority or Fire Department, as applicable, and the Engineer, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense.

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

PART 4 TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES

4.1 TEMPORARY WATER

The Contractor shall make his own arrangements to obtain suitable water and shall pay all costs.

4.2 TEMPORARY ELECTRIC POWER

The Contractor shall make arrangements to obtain and pay for electrical power used.

4.3 SAFETY REQUIREMENTS FOR TEMPORARY ELECTRIC POWER

Temporary electric power installation shall meet the construction safety requirements of OSHA, state and other governing agencies.

4.4 SANITARY FACILITIES

The Contractor shall provide and maintain sanitary facilities for his employees and his subcontractors' employees that will comply with the regulations of local and state departments of health, and as directed by the Owner.

4.5 STORAGE OF MATERIALS

A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary, materials shall be placed on wooden platforms or other hard, clean surfaces, not on the ground. Storage of materials on the right-of-way site shall be approved by the Owner, at the location designated by the Owner.

B. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

C. Stored materials must be safe and secured from the general public, and if necessary, they must be fitted with lights at night.

PART 5 SAFETY AND CONVENIENCE

5.1 CONSTRUCTION SAFETY PROGRAM

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

B. The duty of the Owner to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

C. The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities, or unramped grade changes in pedestrian sidewalk or roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.

D. The performance of all work shall be in accordance with the applicable governing safety authorities.

5.3 ACCIDENT REPORTS

A. If death or serious injuries or serious damages are caused, the Contractor must promptly report by telephone or messenger to the Owner. In addition, the Contractor must promptly report in writing to the Owner all accidents whatsoever arising out of or in connection with, the performance of the work whether on, or adjacent, to the site, giving full details and statements of witnesses.

B. If a claim is made against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Owner, giving full details of the claim.

PART 6 PRESERVATION, RESTORATION, AND CLEANUP

6.1 SITE RESTORATION AND CLEANUP

A. At all times during the work keep the premises clean and orderly. Upon completion of the day's work repair all damage caused by equipment and leave the project clean and free of rubbish or excess materials of any kind.

B. Stockpile excavated materials in a manner that will cause the least damage to grassed areas, shrubbery, or fences, regardless of whether these are on private property or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas and leave these surfaces in a condition equivalent to their original condition.

6.2 FINISHING OF SITE, BORROW, AND STORAGE AREAS

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

6.3 AREA CLEANUP DURING CONSTRUCTION

Thoroughly clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads, grass, pathways, or concrete walkways and from adjacent areas at the conclusion of each day's operation. Truck or equipment wash down is to be performed in designated areas.

6.4 PREVENTION

Applicable environmental regulations shall be strictly adhered to.

PART 7 PAYMENT

7.1 GENERAL

The cost of the work in this section is considered incidental to the Contract.

* * * * *

SECTION 01010
SUMMARY OF WORK

The project contemplated consists of providing all plantings, materials, equipment and labor necessary to plant salinity acclimated mangroves, and remove fill material and excavate to create flushing cut channels at the Hawk Missile Site. This work must be conducted by hand to protect and avoid impacting existing mangroves.

Site access is limited to hand tools and workers only. No heavy equipment machinery will be allowed in the wetlands restoration areas.

PART 1 - GENERAL

1.1 DESCRIPTION

Remove 24-foot wide fill berm and excavate tidal flushing cuts without the use of heavy construction equipment, such as excavators, backhoe, or trencher.

Plant 160 one-gallon size red and black mangroves in holes three-times the pot size and backfilled with top soil planting mix. Mangroves to be salinity acclimated to 35 parts per thousand, 30 days prior to delivery, with acclimatization records provided prior to delivery.

Mangrove plantings to be warranted to 90% survival for one year, with any dead plants replaced at 90-day intervals.

Top soil planting mix to be a 50:50 mix of native limerock screenings and organic black dirt. Planting mix and source with specifications to be provided to City prior to delivery. Planting soil mix must be approved by City prior to delivery.

1.2 CONTRACTOR'S DUTIES

Related requirements in other parts of the Contract Documents, include, but are not limited to, the General and Supplementary Conditions of the Contract for Construction.

In addition to provisions stipulated in other portions of the Contract Documents, the Contractor shall:

1. Provide a one (1) year maintenance and warranty for all mangrove plantings to achieve 90% survival for one year.

2. Provide an experienced, qualified, and competent Superintendent, able to read, write, and speak English, to oversee the Work. Prior to starting construction, the proposed Superintendent's qualifications shall be submitted in writing to the City, for approval. The approved Superintendent shall be expected to remain for the duration of the Project, unless the City or Engineer deem him inadequate and requests his removal, or Contractor cannot continue his services to the project for a reason or reasons that shall be communicated to the City.

3. Provide a certified arborist onsite at all times when mangroves are to be trimmed.

4. It shall be the Contractor's responsibility to request approval for entrance to the site for work on Saturdays, Sundays, holiday, and weekday hours other than 7:00 am until 7:00 p.m.

5. Contractor is responsible for all costs associated with the disposal of materials and must be disposed of in an environmentally responsible manner.

1.02 CONTRACTOR'S USE OF PREMISES

A. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.

B. Obtain and pay for the use of additional storage or work areas needed for operation.

C. Contractor shall provide drinking water for construction personnel.

D. Contractor shall provide waste solutions for construction personnel.

* * * * *

SECTION 01014
ENVIRONMENTAL PROTECTION

PART 1 GENERAL

Contractor shall maintain all work areas within and outside the project boundaries free from environmental pollution that would be in violation to any federal, state, or local regulations.

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Divison-1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK

A. General Contractor shall be responsible for conducting all work in such a manner that any and all environmental impacts or damages not specifically authorized by the contract and its controlling State and Federal permits are avoided. Should accidental or incidental damages occur, CONTRACTOR shall be responsible for all corrective measures at CONTRACTOR'S expense. CONTRACTOR shall save and hold harmless the CITY from all such violations. CONTRACTOR shall adhere to the following sections at a minimum in order to avoid such environmental damages. CONTRACTOR shall be responsible for all actions and compliance of any Subcontractors to CONTRACTOR.

B. Permits. CONTRACTOR shall comply with all conditions of the state and federal permits.

C. Environmental Damage. CONTRACTOR shall immediately notify Engineer and City of any environmental damages or violations which may occur during Project mobilization/demobilization and construction.

D. CONTRACTOR shall obtain NPDES permits as required.

1.3 LOCAL SITE CONDITIONS

A. CONTRACTOR shall secure the work area limits from public access. CONTRACTOR shall cordon off resources within the work area that are to be protected. Such resources may include mangroves, upland trees and landscape material, structures, or utilities. CONTRACTOR shall be responsible for the replacement or repair of any damaged resources.

B. CONTRACTOR shall avoid incidental damage to wetlands adjacent to the construction site through constant monitoring and supervision. CONTRACTOR is responsible for any incidental impacts.

C. At no time shall the CONTRACTOR be permitted to excavate, place fill on, traverse in any way, or place or store any equipment or material on sea grass or hard bottom resources outside the area designated for construction.

D. CONTRACTOR shall avoid, contain, and control all other potential damages to the local resources including but not limited to fuel, oil, or other chemical or solid

waste in the form of leaks, spills, or fugitive materials and trash. In the event of an impact of this type, CONTRACTOR shall take corrective actions immediately. Equipment and leaking products shall be retired until repaired.

E. CONTRACTOR shall supply communications, sanitary facilities, fresh water, shade structure, and all other necessary actions immediately.

F. CONTRACTOR shall be responsible for providing and maintaining temporary berms and covers, and approved method with which to handle, carry through, or divert around his work all flows, including storms flows, so as to prevent release of stormwater runoff and silt from entering Outstanding Florida Waters.

1.4 SUPERSEDING REQUIREMENTS

In the event of differences between these requirements, laws, rules or regulations of other State, Federal, or local agencies, the more restrictive laws, rules, or regulations shall apply.

1.5 EXTENT OF FUGITIVE MATERIALS

A. CONTRACTOR shall control all fugitive materials including trash, chemicals, lubricants, oils, gas, debris, and removed materials as noted above. Fugitive materials as applied herein shall include all materials at the site and along the transit route. In the event of a fugitive materials event, including but not limited to, release due to automobile accidents and all other circumstances, CONTRACTOR shall take immediate corrective actions.

B. CONTRACTOR shall take sufficient precautions to prevent pollution of waters, with fuels, oils, bitumens, calcium, chloride, or other harmful materials (in accordance with local, State and Federal Requirements). Also, he shall conduct and schedule his operations so as to avoid or otherwise minimize pollution of any waters, and to avoid damage or interference to indigenous plants and organisms.

C. CONTRACTOR shall comply with South Florida Water Management District permits.

1.6 GENERAL

A. CONTRACTOR shall maintain all work areas within and outside the project boundaries free from environmental pollution that would be in violation to any Federal, state, or local regulations.

B. The work specified in this Section consists of designing, providing, maintaining and removing temporary erosion control and sedimentation controls, as necessary.

C. Temporary erosion controls include, but are not limited to, silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces, which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits, as established by the Owner.

D. CONTRACTOR is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

1.7 PROTECTION OF AIR QUALITY

A. Air pollution likely to occur due to construction operations shall be minimized by wetting down bare soils during windy periods, requiring the use of properly operating combustion emission control devices on construction vehicles and equipment used by CONTRACTOR, and by encouraging the shutdown of motorized equipment not actually in use.

B. Trash burning will not be permitted on the construction site.

C. CONTRACTOR shall provide dust control for any asphalt/concrete removal and during the asphalt milling operations.

1.8 CONSTRUCTION NOISE CONTROL

CONTRACTOR shall conduct all his work, use appropriate construction methods and equipment, and furnish and install acoustical barriers, all necessary so that no noise emanating from the process or any related tool or equipment will exceed legal levels, as set forth in the Code of Ordinances, City of Key West, Florida.

1.9 PAYMENT

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

PART 2 PROTECTION OF WATERWAYS

A. Contractor shall observe the rules and regulations of the State of Florida and agencies of the United States Government prohibiting the pollution of stream or river waters by the dumping of any refuse, rubbish, or debris therein.

B. All sewage flow interfering with construction and requiring diversion shall be diverted to sewers leading to water pollution control plants and shall not be directed to any waterway. Contractor shall not cause or permit any action to occur which would cause an overflow to an existing waterway. Prior to commencing excavation and construction, Contractor shall submit for approval and obtain Owner's approval thereof, of detailed plans showing how he intends to handle and dispose of sanitary, groundwater, and storm water flow. By approving the plan, the Owner does not accept any responsibility for the adequacy thereof, nor for any damages to public or private property resulting therefrom, such responsibilities remaining with Contractor.

C. Contractor shall be responsible for providing holding ponds or an approved method which will handle, carry through, or divert around his work all flows, including storm flows, so as to prevent excessive silting of waterways of flooding damage to the property.

D. Contractor shall abide by all Federal, State, City, County permit conditions.

PART 3 DEWATERING

A. Contractor shall design, construct, maintain, and operate the dewatering system, including cofferdams, channels, flume drain, sumps, pumps, and/or other temporary diversion and protection works, to remove and control water during periods when necessary to properly accomplish Work. Contractor shall furnish all materials required therefore and shall furnish, install, maintain, and operate all necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Contractor shall maintain foundations and other parts of the Work free from water.

B. Prior to beginning work, Contractor shall develop a dewatering plan and submit it to the Engineer and the Owner. Contractor's method for removing water from excavations shall be subject to the approval by the Engineer.

C. Where excavation extends below the water table, dewatering shall be accomplished in a manner that will prevent loss of fines from the foundation, will maintain stability of the excavated slopes and bottom of the excavation, and will result in all construction operations being performed in the dry. Use of a sufficient number of properly screened wells or other equivalent methods will be approved for dewatering. Contractor shall control seepage along the bottom of the excavation, which may require ditches and pipe drains leading to sumps from which the water shall be pumped. Contractor shall obtain and pay for any and all permits that may be required for the removal and disposal of water from his dewatering operation.

D. If dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, additional work or handling of materials may be required of the Contractor. The supply of labor, materials, equipment, and the performance of all work necessary to carry out additional work resulting from such inadequacy, premature shutdown, or failure of the dewatering system shall be undertaken by the Contractor to the satisfaction of the Engineer, and at no additional expense to the Owner.

E. Contractor shall obtain discharge permit for water disposal from authorities having jurisdiction, and treat water collected by dewatering operations, as required by regulatory agencies, prior to discharge.

F. Contractor shall discharge of water as required by discharge permit and in manner that will not cause erosion or flooding, or otherwise damage existing facilities, completed Work, or adjacent property. Drainage of trench water through the pipeline under construction is prohibited.

G. Contractor shall be responsible for the removal of dewatered solid and silt from the drainage system and right-of-way, and perform other maintenance of the drainage system, as necessary to maintain their efficiency.

* * * * *

PART 5

DRAWINGS

HAWK MISSILE SITE RESTORATION

PEREZ ENGINEERING & DEVELOPMENT, INC
CERTIFICATE OF AUTHORIZATION NO. 8579

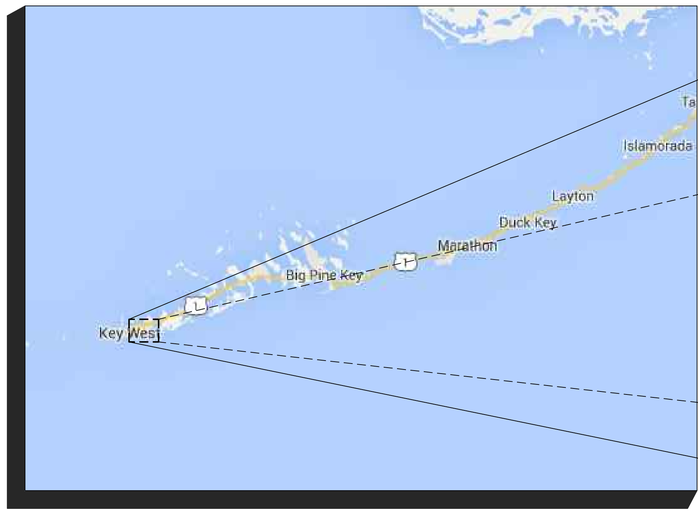
KEY WEST OFFICE
1010 EAST KENNEDY DRIVE, SUITE 201
KEY WEST, FLORIDA 33040
TEL: (305) 293-9440 FAX: (305) 296-0243

DATE: JUNE 2017
PROJECT NUMBER 161010
PROJECT NAME: HAWK MISSILE SITE RESTORATION
PREPARED BY: PEREZ ENGINEERING & DEVELOPMENT
PREPARED FOR: CITY OF KEY WEST, FLORIDA
PLANS DESCRIPTION: CONSTRUCTION PLANS

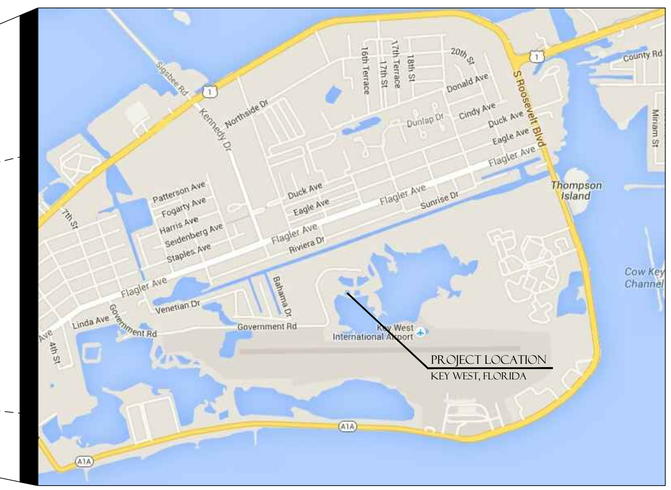
CONSTRUCTION PLANS

Know what's **below.**
Call before you dig.

HAWK MISSILE SITE
KEY WEST, FLORIDA



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
-	COVER
C-1	GENERAL NOTES
C-2	SITE PLAN

PREPARED FOR:

CITY OF KEY WEST

KEY WEST, FLORIDA

REVISIONS: DATE
1. ____
2. ____
3. ____
4. ----
5. ----
6. ----

CIVIL ENGINEERING • REGULATORY PERMITTING • CONSTRUCTION MANAGEMENT

PEREZ ENGINEERING & DEVELOPMENT, INC
CERTIFICATE OF AUTHORIZATION NO. 8579

KEY WEST OFFICE
1010 EAST KENNEDY DRIVE, SUITE 201
KEY WEST, FLORIDA 33040
TEL: (305) 293-9440 FAX: (305) 296-0243

PERMITS

PERMIT AGENCY	TYPE	NUMBER	STATUS

ALLEN E. PEREZ, P.E. NO. 51468
(SEAL)
DATE

GENERAL NOTES

1. THE CONTRACTOR SHALL REVIEW ALL DRAWINGS AND SPECIFICATIONS AND ADVISE THE ENGINEER OF ANY CONFLICTS OF REPRESENTATION BETWEEN DRAWINGS AND/OR SPECIFICATIONS PRIOR TO COMMENCING WITH CONSTRUCTION.

2. THE CONTRACTOR SHALL FIELD-VERIFY EXISTING CONDITIONS PRIOR TO PERFORMING ANY WORK UNDER THIS CONTRACT AND NOTIFY THE ENGINEER IN WRITING OF ANY DIFFERENCES BEFORE COMMENCING WITH ANY CONSTRUCTION.

3. HORIZONTAL COORDINATES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM. VERTICAL ELEVATIONS ARE BASED ON NGVD 1929 DATUM.

4. THE LOCATIONS, SIZES, AND ELEVATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO OBTAIN ANY AVAILABLE RECORD DRAWINGS AND SHALL DETERMINE THE EXACT LOCATION AND ELEVATION IN THE FIELD. THE CONTRACTOR SHALL ANTICIPATE THAT SCANNING AND EXCAVATION USING LIGHT EQUIPMENT AND HAND METHODS WILL BE NECESSARY IN AREAS NEAR EXISTING UTILITIES AND STRUCTURES TO AVOID DAMAGING THESE FACILITIES. THE CONTRACTOR SHALL CONTACT BELLSOUTH, THE LOCAL TELEPHONE COMPANY AND COMCAST, THE LOCAL CABLE TV PROVIDER TO VERIFY THE LOCATION OF BURIED TELEPHONE AND CABLE TV UTILITIES. NONE HAVE BEEN INDICATED ON THE DRAWINGS. CALL 1-800-432-4770 BEFORE DIGGING OR TRENCHING OPERATIONS BEGIN. CONTRACTOR SHALL ALSO CONTACT CITY OF KEY LARGO / MONROE COUNTY PUBLIC WORKS OFFICE TO LOCATE SECONDARY ELECTRIC LINES.

5. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION IN THE FIELD PRIOR TO INSTALLING ANY NEW WORK THAT CROSSES OR CONNECTS TO EXISTING UTILITY SYSTEMS. LOCATIONS OF NEW UTILITIES SHALL BE ADJUSTED IN A MANNER APPROVED BY THE ENGINEER TO AVOID CONFLICTS. DAMAGES TO UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE CLIENT.

6. ALL EXCAVATION, TRENCHING, SHEETING, SHORING AND BRACING SHALL BE INSTALLED AS REQUIRED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS, INCLUDING OSHA (29 CFR 1926).

7. ALL ITEMS INDICATED TO BE REMOVED OR DEMOLISHED SHALL BE REVIEWED WITH THE DEVELOPER TO DETERMINE IF THE ITEM IS TO BE PROPERTY OF THE CONTRACTOR. ALL ITMES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS, UNLESS OTHERWISE NOTED. NO SALVAGE VALUE IS EXPRESSED OR IMPLIED BY THESE CONTRACT DOCUMENTS FOR ANY ITEMS TO BE REMOVED OR DEMOLISHED.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF THE CONTRACTOR'S EQUIPMENT, MATERIALS, AND PERSONNEL, AND SHALL PROVIDE ADEQUATE BARRIERS TO PREVENT RISK TO OTHERS FROM THE CONTRACTOR'S ACTIVITIES.

9. WHERE ACTUAL DIMENSIONS AND SIZES ARE PROVIDED IN THE DRAWINGS, THEY SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. LARGE SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS.

10. THE CONTRACTOR SHALL SEQUENCE HIS OPERATIONS SUCH THAT ORANGE MESH SAFETY FENCING IS PROVIDED ALONG ALL AREAS BEING TRENCHED AND NO TRENCH IS LEFT OPEN AT THE END OF THE WORK DAY.

11. NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE TO ANY FIRE HYDRANT OR BLOW-OFF STRUCTURE WITH OUT FIRST OBTAINING A CONSTRUCTION METER FROM THE FLORIDA KEYS AQUEDUCT AUTHORITY.

12. IF UNSATISFACTORY MATERIAL FOR ADEQUATE BEARING IS ENCOUNTERED AT THE NORMAL SUBGRADE, THE UNSATISFACTORY MATERIAL SHALL BE REMOVED AND REPLACED WITH SUITABLE FOUNDATION STABILIZATION MATERIAL AS SPECIFIED.

13. IN GENERAL, EXISTING STRUCTURES AND UTILITIES ARE NOTED AS EXISTING AND/OR SHOWN IN LIGHT LINE WEIGHT. NEW CONSTRUCTION IS SHOWN IN HEAVY LINE WEIGHT.

14. ALL FIELD LAYOUT AND SURVEYING FOR CONSTRUCTION OF THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSE, UNDER THE DIRECTION OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.

EROSION CONTROL NOTES

1. EROSION, SEDIMENT, AND TURBIDITY CONTROL MEASURES SHALL BE PROVIDED THROUGHOUT CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND REPAIRING ALL SLOPES AND SURFACES THROUGHOUT CONSTRUCTION AND UNTIL A STABLE SURFACE CONDITION EXISTS. THE CONTRACTOR SHALL MINIMIZE THE EXPOSED AREA AT ANY POINT DURING CONSTRUCTION AS MUCH AS PRACTICAL.

2. FILTER FABRIC SILT FENCE SHALL BE IN CONFORMANCE WITH SECTION 985, FDOT SPECIFICATION.

3. CONTRACTOR SHALL INSTALL EROSION CONTROLS NOTED ON DRAWINGS AND APPLICABLE PERMITS, EROSION CONTROLS SHALL BE MAINTAINED UNTIL A PERMANENT STAND OF GRASS IS PLANTED ONSITE.

4. BALED HAY OR STRAW BARRIERS SHALL BE CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH FDOT INDEX NO. 103.

5. SILT FENCE LOCATIONS SHOWN HEREON ARE FOR CLARITY ONLY AND SHOULD BE CONSTRUCTED WITHIN PROPERTY LINES.

6. PROVIDE EROSION CONTROL MEASURES CONSISTING OF STAKED SILT FENCES AND HAY BALES ALONG THE PROPOSED LIMITS OF CONSTRUCTION AS INDICATED ON THE DRAWINGS. PROVIDE ADDITIONAL MEASURES AS NECESSARY TO AVOID ADVERSE IMPACTS TO JURISDICTIONAL AREAS (WETLANDS OR WATER BODIES) AND OFF-SITE LANDS AND WATERBODIES. MAINTAIN THESE MEASURED DAILY UNTIL CONSTRUCTION ACCEPTANCE BY THE OWNER AND THEN REMOVE AND LEGALLY DISPOSE OF SAID MEASURES.

7. EROSION CONTROL SHALL MAINTAINED WITHIN CONSTRUCTION AREA BY QUICKLY STABILIZING DISTURBED AREA TO PREVENT THE RELEASE OF SEDIMENT. THIS SHALL BE ACCOMPLISHED USING GRASS COVER, HAY BALES AND OTHER MEANS ACCEPTABLE TO OWNER, ENGINEER AND REGULATORY AGENCIES.

8. DURING CONSTRUCTION, THE CONTRACTOR SHALL, AT THE REQUEST OF THE OWNER OR AS NECESSARY MODIFY, RELOCATE THE ENVIRO-FENCE AND/OR SILT FENCE TO ALLOW FOR ACCESS AND TO COMPLETE CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ADEQUATE EROSION CONTROL AT ALL TIMES.

9. DURING CONSTRUCTION, THE CONTRACTOR WILL PROVIDE TEMPORARY SEEDING AND MULCHING FOR AREA THAT HAVE BEEN CLEARED AND NOT REWORKED WITHIN 7 CALENDAR DAYS DURING THE WET SEASON (APRIL THROUGH SEPTEMBER AND 14 CALENDAR DAYS DURING THE DRY SEASON (OCTOBER THROUGH MARCH). ALSO, ALL SIDE SLOPES SHALL BE SODDED OR SEEDED AND MULCHED WITHIN 7 DAYS DURING WET SEASON AND 14 DAYS DURING THE DRY SEASON.

10. ALL SURFACE WATER DISCHARGE FROM SITE, INCLUDING DEWATERING DISCHARGE SHALL MEET STATE WATER QUALITY STANDARDS (LESS THAN 29 NTU ABOVE BACKGROUND) PRIOR TO REACHING ANY WATERS OF THE STATE INCLUDING WETLAND.

11. IN THE EVENT THAT THE EROSION PREVENTION AND CONTROL DEVICES SHOWN IN THESE PLANS PROVE NOT TO BE EFFECTIVE. ALTERNATE METHODS FOR MAINTAINING STATE WATER QUALITY STANDARDS FOR DISCHARGE FROM THE CONSTRUCTION SITE WILL BE REQUIRED. ANY ALTERNATE EROSION PREVENTION AND CONTROL DEVICES MUST BE APPROVED BY MONROE COUNTY AND SFWMD COMPLIANCE PERSONNEL PRIOR TO PLACEMENT.

ENVIRONMENTAL NOTES:

MEANS AND METHODS

CONTRACTOR WILL UTILIZE THE "MINIMUM TOOL" NEEDED TO COMPLETE THE PROJECT WITH MINIMAL IMPACTS TO ADJACENT MANGROVES AND WETLANDS. CONTRACTOR SHALL USE HAND TOOLS ONLY. CONTRACTOR WILL PROVIDE A LIST OF EQUIPMENT TO BE USED ON THE PROJECT WITHIN TWO WEEKS OF STARTING THE PROJECT, AND THE EQUIPMENT LIST MUST BE APPROVED IN WRITING BY THE CITY.

CONTRACTOR WILL PROVIDE A WORK PLAN FOR REVIEW BY THE CITY WITHIN TWO WEEKS PRIOR TO CONSTRUCTION. THE WORK PLAN WILL INCLUDE A LIST OF EQUIPMENT PROPOSED FOR THE PROJECT, SOURCE OF MATERIALS INCLUDING PLANTS AND TOPSOIL/PLANTING MIX, SPECIFICATIONS FOR TOPSOIL/PLANTING MIX INCLUDING ORGANIC CONTENT, NAME OF CERTIFIED ARBORIST TO CONDUCT ANY VEGETATIVE TRIMMING FOR THE PROJECT, LANDSCAPE CONTRACTOR RESPONSIBLE FOR PLANTING MANGROVE VEGETATION, WATERING AND MAINTENANCE SCHEDULE FOR PLANTED MANGROVES, AND WORK SCHEDULE.

EXISTING MANGROVE TREES WILL BE AVOIDED TO THE MAXIMUM EXTENT POSSIBLE. ALL WORK AREAS WILL BE EVALUATED IN A PRE-CONSTRUCTION MEETING WITH CITY REPRESENTATIVES AND MANGROVES TO BE AVOIDED DURING CONSTRUCTION WILL IDENTIFIED AND FLAGGED. THIS ON-SITE MEETING WILL BE SCHEDULED WITH CITY ENGINEERING AND ALSO THE CITY URBAN FORESTRY MANAGER, AT LEAST TWO WEEKS PRIOR TO PROJECT MOBILIZATION. ALL MANGROVES TO BE TRIMMED WILL BE HAND-TRIMMED BY THE CONTRACTOR'S ARBORIST, AND MECHANICAL REMOVAL OF MANGROVES WILL NOT BE ALLOWED UNLESS APPROVED IN WRITING BY THE CITY.

ALL EXCAVATION AND PLANTING IS TO BE FIELD-DIRECTED BY THE CITY USING THE PROJECT PLANS AS APPROXIMATE. BECAUSE SUB-SURFACE CONDITIONS ARE UNKNOWN, E.G. LOCATION OF CAPROCK, FIELD ADJUSTMENT OF THE LOCATION AND EXTENT OF EXCAVATION AND PLANTING OF MANGROVES MAY BE REQUIRED TO COMPLETE THE PROJECT SUCCESSFULLY. CONTRACTOR WILL CONSULT WITH CITY THROUGHOUT THE PROJECT ON THE LOCATION AND EXTENT OF EXCAVATION, GRADING WORK AND MANGROVE PLANTING.

ALL STAGING OF EQUIPMENT AND MATERIALS WILL BE IN LOCATIONS APPROVED IN ADVANCE AND IN WRITING BY THE CITY. THE CONTRACTOR WILL REQUEST ALL LAYDOWN AND STAGING AREAS IN WRITING A MINIMUM OF TWO WEEKS PRIOR TO USE, AND WILL NOT USE ANY STAGING AREA UNLESS APPROVED IN WRITING BY THE CITY.

PLANT MATERIALS

PLANT - FORM AND CONDITION: CONTRACTOR SHALL PROVIDE MANGROVES THAT MEET ALL SPECIFICATIONS FOR "WETLAND PLANTS" FOUND IN THE FLORIDA GRADES AND STANDARDS MANUAL PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY. SINCE THE PLANTS USED IN THE PROJECT WILL BE CONTAINERIZED, THE STANDARDS FOR CONTAINERIZED WETLAND PLANTS SHOULD BE REQUIRED. CONTAINERIZED SPECIMENS SHALL EXHIBIT A HEALTHY, WELL-DISTRIBUTED ROOT SYSTEM WHICH EXTENSIVELY PENETRATES THE SOIL SUCH THAT 90% OF THE SOIL MASS REMAINS INTACT WHEN THE PLANT IS REMOVED FROM THE CONTAINER. IN ADDITION, CONTAINERIZED SPECIMENS SHALL EXHIBIT VIGOROUS GROWTH WITH A BASE DIAMETER AT LEAST 50% OF THE DIAMETER OF THE CONTAINER. FOR THE ONE (1) GALLON RED MANGROVE AND THE ONE (1) GALLON BLACK MANGROVES, THE FLORIDA GRADES AND STANDARDS MANUAL SHOULD BE FOLLOWED WITH FLORIDA #1 - TYPE ONE MATRIX SPREADING FORM A REQUIREMENT. ALL PLANTS SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED AND SHAPED WITHIN NORMAL HABIT OF GROWTH, OF PROPER COLOR, AND DENSELY FOLIATED WHEN IN LEAF. THEY SHALL HAVE HEALTHY, WELL DEVELOPED ROOT SYSTEMS AND SHALL BE FREE OF DISEASE AND INSECT PESTS, EGGS OR LARVAE. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS AND FREE FROM DISEASE; WELL-SHAPED AND BRANCHED, WITH FULL FOLIAGE WHEN IN LEAF; HAVE NORMAL ROOT SYSTEMS; AND BE TYPICAL FOR SPECIES. PLANTS DEEMED UNACCEPTABLE PER THE WETLAND PLANTS SECTION OF THE FLORIDA GRADES AND STANDARDS MANUAL SHOULD BE REJECTED FOR USE IN THE PROJECT.

PLANTS - SALTWATER ACCLIMATIZATION: ALL MANGROVES DELIVERED TO THE PROJECT WILL BE SALTWATER ACCLIMATED, WITH RECORDS ON THE SALTWATER ACCLIMATION SCHEDULE MAINTAINED BY THE MANGROVE PROVIDER, AND THOSE RECORDS PROVIDED TO THE CITY PRIOR TO DELIVERY. ACCLIMATION TO SALTWATER CONDITIONS IS A REQUIREMENT TO ENSURE A SUCCESSFUL TRANSITION FROM NURSERY TO FIELD. FOR THIS REASON, ALL WETLAND PLANTS USED IN THE PROJECT WILL BE FULLY ACCLIMATED FOR SALINITY PRIOR TO PLANTING. THE TARGET SALINITY WILL BE 35 PPT AND FULL SALINITY ACCLIMATION WILL OCCUR FOR A MINIMUM OF THIRTY (30) DAYS PRIOR TO PLANTING. PLANTS SUBJECTED TO SALTWATER ACCLIMATION INCLUDE BOTH RED AND BLACK MANGROVES.

PLANTS - DELIVERY AND STORAGE: CONTRACTOR SHALL PREPARE A DELIVERY SCHEDULE FOR REVIEW AND APPROVAL BY THE CITY TO ARRANGE FOR DELIVERY OF WETLAND PLANTS TO THE JOB SITE ONLY AFTER SITE PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED AND SALTWATER ACCLIMATIZATION HAS BEEN VERIFIED AND APPROVED BY THE CITY. PLANTS WILL NOT BE DELIVERED TO THE PROJECT SITE WITHOUT PRIOR WRITTEN APPROVAL BY THE CITY. ALL PLANTS USED IN THE PROJECT SHALL BE INSTALLED NO LONGER THAN 24 HOURS AFTER DELIVERY TO SITE. IF PLANTING IS DELAYED MORE THAN 6 HOURS AFTER DELIVERY, TREES AND SHRUBS SHALL BE PLACED IN SHADE, PROTECTED FROM WEATHER AND MECHANICAL DAMAGE, AND THE ROOTS KEPT MOIST BY COVERING WITH MULCH, BURLAP, OR OTHER ACCEPTABLE MEANS OF RETAINING MOISTURE. RECEIPTS OF ALL DELIVERED PLANT MATERIAL IS TO BE PROVIDED TO THE CITY AT THE TIME OF DELIVERY TO THE PROJECT SITE. RECEIPTS TO INCLUDE THE SOURCE, SPECIES NAME AND QUANTITY RECEIVED FOR INSTALLATION. IF THE CITY REJECTS ANY PLANT MATERIAL AT THEIR DISCRETION AS NOT ACCEPTABLE, THESE PLANTS MUST BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY AT THE CONTRACTORS EXPENSE.

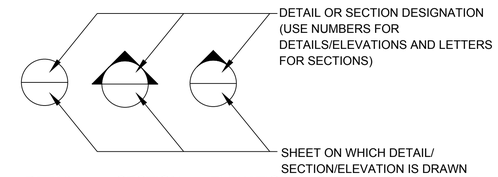
PLANTS - PLANTING MAINTENANCE AND WARRANTY: ALL PLANTING WILL BE CONDUCTED BY A LICENSED LANDSCAPE PROFESSIONAL WITH DEMONSTRATED EXPERIENCE SUCCESSFULLY COMPLETING WETLAND AND MANGROVE MITIGATION PROJECTS. CONTRACTOR WILL PROVIDE THE NAME OF THE LANDSCAPE PROFESSIONAL THAT WILL BE COMPLETING THE MANGROVE PLANTING ALONG WITH A MINIMUM OF THREE PROJECT EXAMPLES DEMONSTRATING PROFICIENCY IN WETLAND AND MANGROVE MITIGATION. SELECTION OF LANDSCAPE PROFESSIONAL IS SUBJECT TO CITY APPROVAL BASED ON DEMONSTRATED SUCCESS IN COMPLETING WETLAND AND MANGROVE MITIGATION PROJECTS. PLANTS WILL BE INSTALLED CORRECTLY AS DIRECTED BY THE CITY AND PLANT SURVIVAL WILL BE A MINIMUM OF 90% AT THE END OF THE ONE YEAR WARRANTY PERIOD. ANY DEAD OR OBVIOUSLY DYING MANGROVES WILL BE REPLACED AT 90 DAY INTERVALS FOLLOWING PLANTING, AND THE WARRANTY PERIOD WILL BE EXTENDED TO ACCOMMODATE STAGGERED PLANTING DATES. FINAL ACCEPTANCE OF PLANTED MANGROVES WILL OCCUR AT ONE YEAR FOLLOWING CESSATION OF PLANTING AND WILL BE IN WRITING BY THE CITY TO THE CONTRACTOR. CONTRACTOR SHALL WARRANTY ALL MITIGATION PLANT MATERIALS TO HAVE ACCEPTABLE APPEARANCE, TO BE ALIVE AND HEALTHY, AND TO HAVE EXHIBITED NORMAL GROWTH FOR A PERIOD OF THREE HUNDRED SIXTY FIVE (365) DAYS AFTER FINAL ACCEPTANCE. EXCLUSIONS INCLUDE DEFECTS RESULTING FROM, ABUSE OR DAMAGE BY OTHERS OR UNUSUAL PHENOMENA OR INCIDENTS WHICH ARE BEYOND THE CONTRACTOR'S CONTROL.

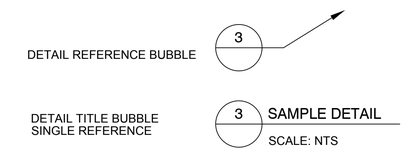
PLANTING MIX: THE PLANTING MIX SHALL BE A PREPARED FINE MATERIAL SUITABLE FOR PLANT BEDDING, AND WILL BE MATERIAL CONSISTING OF 50% NATIVE LIMEROCK MIXED WITH 50% PERCENT OF ORGANIC BLACK DIRT. THE NATIVE LIMEROCK OR ORGANIC BLACK DIRT WILL NOT INCLUDE ANY RECYCLED MATERIALS OR MATERIALS THAT HAVE BEEN SOURCED FROM ANY PREVIOUS EXCAVATIONS. THE ORGANIC BLACK DIRT SHALL BE IMPORTED FROM AREAS SIMILAR TO THE PROJECT SITE OR MAY BE RECOVERED FROM EXCAVATIONS OF PREVIOUS MANGROVE AREAS WITHIN THE PROJECT LIMITS. THE MIXING OPERATION SHALL BE COMPLETED USING A SCREENER AND WILL RESULT IN A UNIFORM MATERIAL WHERE ORGANIC BLACK DIRT IS DISTRIBUTED EVENLY THROUGHOUT THE NATIVE LIMEROCK TO CREATE A UNIFORM PLANTING MIX MATERIAL. THE PLANTING MIX SHALL BE SCREENED TO A PARTICLE SIZE NO GREATER THAN 1/4 INCH AND BE FREE OF WOOD, SCRAP MATERIAL, VEGETATION, REFUSE, DELETERIOUS, OR OBJECTIONABLE MATERIALS. CONTRACTOR WILL PROVIDE THE SOURCE OF MATERIALS FOR THE NATIVE LIMEROCK AND ORGANIC BLACK DIRT, A MINIMUM OF TWO WEEKS PRIOR TO DELIVERY TO THE SITE. WRITTEN APPROVAL BY THE CITY OF KEY WEST IS NECESSARY PRIOR TO DELIVERY OF PLANTING MIX MATERIAL.

LEGEND

GENERAL

—— – – ——	RIGHT-OF-WAY AND/ OR PROPERTY LINE
TL 1500	TAX LOT NUMBER
▲	CONTRACTOR'S SURVEY REFERENCE
(5)	KEY NOTE MARKER
(9)	(ON SITE PLAN) # OF PARKING SPACES





BUBBLE SYMBOLS

CIVIL ENGINEERING • REGULATORY PERMITTING • CONSTRUCTION MANAGEMENT
PEREZ ENGINEERING & DEVELOPMENT, INC
KEY WEST OFFICE
1010 EAST KENNEDY DRIVE, SUITE 201
KEY WEST, FLORIDA 33040
ALLEN E. PEREZ, P.E.
Florida P.E. NO. 51468

ORIGINAL: JUNE 2017

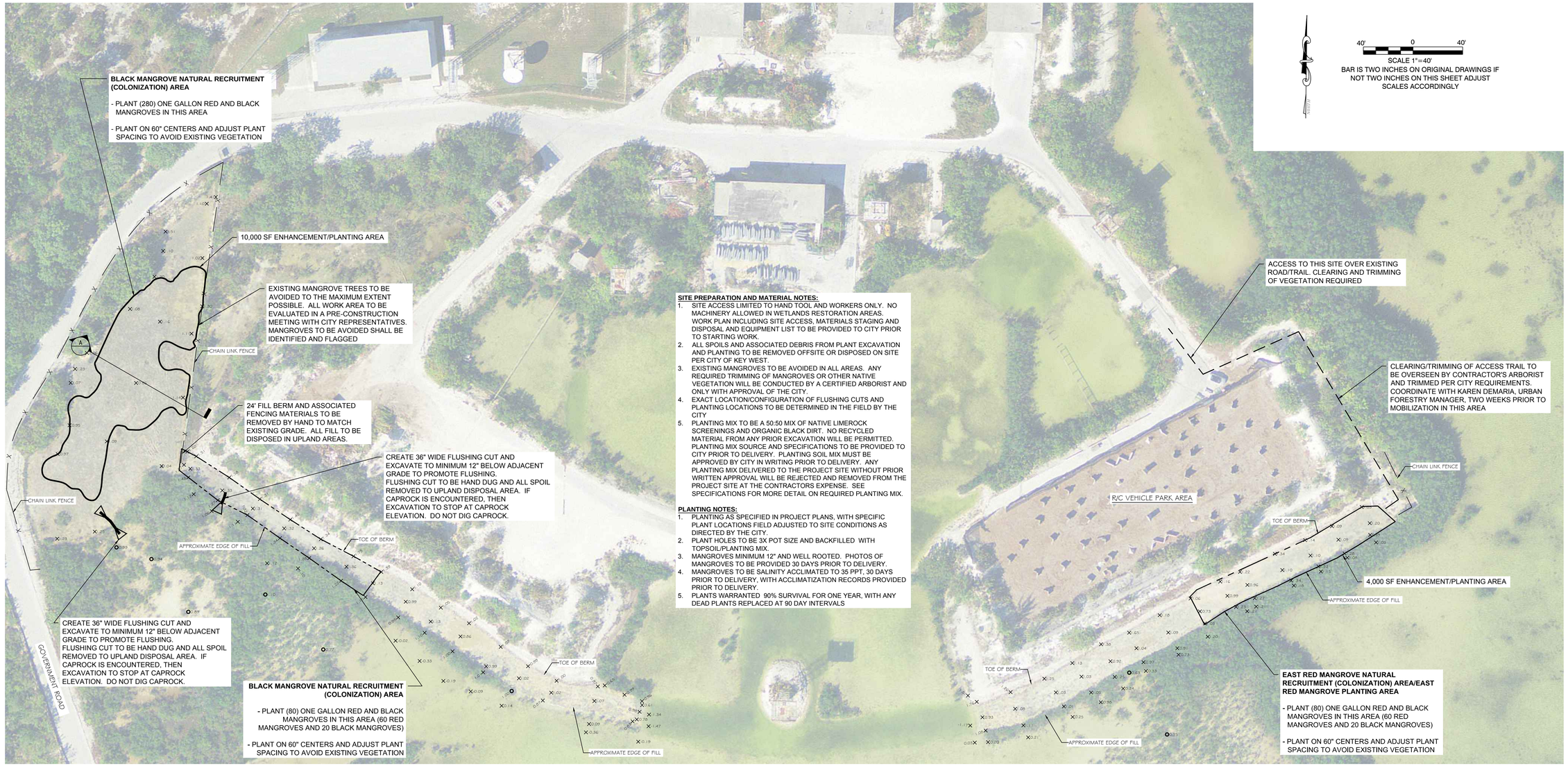
REVISIONS:
1
2
3
4
5
6

MISSILE SITE RESTORATION

GENERAL NOTES

CITY OF KEY WEST
3132 FLAGLER AVENUE
KEY WEST, FL 33040

JOB NO. 161010
DRAWN BGO
DESIGNED AEP
CHECKED AEP
QC
SHEET C-1



40' 0 40'

SCALE 1"=40'

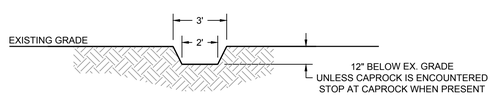
BAR IS TWO INCHES ON ORIGINAL DRAWINGS IF NOT TWO INCHES ON THIS SHEET ADJUST SCALES ACCORDINGLY

SITE PREPARATION AND MATERIAL NOTES:

1. SITE ACCESS LIMITED TO HAND TOOL AND WORKERS ONLY. NO MACHINERY ALLOWED IN WETLANDS RESTORATION AREAS. WORK PLAN INCLUDING SITE ACCESS, MATERIALS STAGING AND DISPOSAL AND EQUIPMENT LIST TO BE PROVIDED TO CITY PRIOR TO STARTING WORK.
2. ALL SPOILS AND ASSOCIATED DEBRIS FROM PLANT EXCAVATION AND PLANTING TO BE REMOVED OFFSITE OR DISPOSED ON SITE PER CITY OF KEY WEST.
3. EXISTING MANGROVES TO BE AVOIDED IN ALL AREAS. ANY REQUIRED TRIMMING OF MANGROVES OR OTHER NATIVE VEGETATION WILL BE CONDUCTED BY A CERTIFIED ARBORIST AND ONLY WITH APPROVAL OF THE CITY.
4. EXACT LOCATION/CONFIGURATION OF FLUSHING CUTS AND PLANTING LOCATIONS TO BE DETERMINED IN THE FIELD BY THE CITY
5. PLANTING MIX TO BE A 50:50 MIX OF NATIVE LIMEROCK SCREENINGS AND ORGANIC BLACK DIRT. NO RECYCLED MATERIAL FROM ANY PRIOR EXCAVATION WILL BE PERMITTED. PLANTING MIX SOURCE AND SPECIFICATIONS TO BE PROVIDED TO CITY PRIOR TO DELIVERY. PLANTING SOIL MIX MUST BE APPROVED BY CITY IN WRITING PRIOR TO DELIVERY. ANY PLANTING MIX DELIVERED TO THE PROJECT SITE WITHOUT PRIOR WRITTEN APPROVAL WILL BE REJECTED AND REMOVED FROM THE PROJECT SITE AT THE CONTRACTORS EXPENSE. SEE SPECIFICATIONS FOR MORE DETAIL ON REQUIRED PLANTING MIX.

PLANTING NOTES:

1. PLANTING AS SPECIFIED IN PROJECT PLANS, WITH SPECIFIC PLANT LOCATIONS FIELD ADJUSTED TO SITE CONDITIONS AS DIRECTED BY THE CITY.
2. PLANT HOLES TO BE 3X POT SIZE AND BACKFILLED WITH TOPSOIL/PLANTING MIX.
3. MANGROVES MINIMUM 12" AND WELL ROOTED. PHOTOS OF MANGROVES TO BE PROVIDED 30 DAYS PRIOR TO DELIVERY.
4. MANGROVES TO BE SALINITY ACCLIMATED TO 35 PPT, 30 DAYS PRIOR TO DELIVERY, WITH ACCLIMATIZATION RECORDS PROVIDED PRIOR TO DELIVERY.
5. PLANTS WARRANTED 90% SURVIVAL FOR ONE YEAR, WITH ANY DEAD PLANTS REPLACED AT 90 DAY INTERVALS



FLUSHING CUT CROSS SECTION - TYPICAL

SCALE: N.T.S.

CIVIL ENGINEERING • REGULATORY PERMITTING • CONSTRUCTION MANAGEMENT

PEREZ ENGINEERING & DEVELOPMENT, INC

CERTIFICATE OF AUTHORIZATION No. 8579

KEY WEST OFFICE
1010 EAST KENNEDY DRIVE, SUITE 201
KEY WEST, FL OREN 33040
TEL: (305) 293-9440 FAX: (305) 296-0243

ALLEN E. PEREZ, P.E.
Florida P.E. NO. 51468
June 7, 2017

ORIGINAL: JUNE 2017

REVISIONS: 1 2 3 4 5 6

MISSILE SITE RESTORATION

OVERALL SITE PLAN

CITY OF KEY WEST
3132 FLAGLER AVENUE
KEY WEST, FL 33040

JOB NO. 161010
DRAWN BGO
DESIGNED AEP
CHECKED AEP
QC
SHEET C-2