CONTRACT DOCUMENTS FOR:

ITB # 19-018

SMATHERS BEACH RESTROOM WEST

APRIL 17, 2019

MAYOR: TERI JOHNSTON

COMMISSIONERS:

GREGORY DAVILA

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARY LOU HOOVER

PREPARED BY:
L. Kreed Howell, Senior Construction Manager
City of Key West
Engineering Services

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

For

SMATHERS BEACH RESTROOM WEST ITB 19-018

INFORMATION TO BIDDERS

SUBJECT:	INVITATION TO BID NO. 19-018: CITY OF KEY WEST SMATHERS BEACH RESTROOM WEST
ISSUE DATE:	17 APRIL 2019
MAIL OR SPECIAL DELIVERY REPONSES TO:	CITY CLERK CITY OF KEY WEST 1300 WHITE STREET KEY WEST, FL 33040
DELIVER BIDS TO:	SAME AS ABOVE.
MANDATORY PRE-BID:	1 MAY 2019
FINAL DATE FOR INQUIRIES:	15 MAY 2019
FINAL DATE FOR RESPONSES:	29 MAY 2019
BIDS MUST BE RECEIVED:	5 JUNE 2019
NOT LATER THAN:	3:00 P.M. LOCAL TIME

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB # 19-018 SMATHERS BEACH RESTROOM WEST, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on Wednesday, June 5, 2019 and then publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled "Bidding Requirements" and "Contract Forms". Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "ITB #19-018 BID FOR SMATHERS BEACH RESTROOM WEST" 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:

Demolish existing coral bathroom, build new bathroom facility as shown on "SMATHERS BEACH RESTROOM WEST" drawings.

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

A **MANDATORY** Pre-bid meeting will be held on Wednesday, May 1, 2019 at 10 a.m. in the City Manager's Conference room, 2nd floor, Key West City Hall, 1300 White Street, 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 BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

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

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

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

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

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to L. Kreed Howell, Senior Construction Manager at lhowell@cityofkeywest-fl.gov

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

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

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

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

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

4. BIDDER'S UNDERSTANDING

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

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

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal,

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

5. TYPE OF BID

A. LUMP SUM

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

Provided in Part 4 of these documents is a pre-itemized Schedule of Values broken down by trade and type of work, Bidders are to provide 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, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. SIGNATURE

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

opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

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

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. ENGINEER.
7. Name of ENGINEER's contact person and phone number.

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

D. ATTACHMENTS

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

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

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state

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

8. SUBMISSION OF BIDS

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

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities

will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

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

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

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

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

17. TIME OF COMPLETION

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

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within **180** calendar days as stipulated in this Bid.

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

PROPOSAL FORM

To:	The City of Key West
Address:	1300 White Street, Key West, Florida 33040
Project Title:	SMATHERS BEACH RESTROOM WEST ITB 19-018

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

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

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

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. The Contractor can expect work to occur during turtle nesting season which begins on April 15, 2019. No construction can begin before a turtle nesting survey is conducted each morning by qualified personnel.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of $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

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

PROPOSAL FORM

1.) **BATHROOM LUMP SUM BASE BID:**
(Includes all permitting, demolition, disposal, fixtures, equipment, material & labor)

LUMP SUM $ _____

_____Dollars & _____Cents
(amount written in words)

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

Provided in Part 4 of these documents is a pre-itemized Schedule of Values broken down by trade and type of work, Bidders are to provide the cost of all LABOR & MATERIALS for use as a basis for payment.

This project is funded by the Key West Tourist Development Counsel and not eligible for further grants. Said TDC funding expires 30 September 2020 and must commence no later than 30 September 2019

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

SUBCONTRACTORS

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

_____
Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____ ,_____
Street City State Zip

_____
Name

_____, _____, _____,_____
Street City State Zip

_____
Name

_____, _____, _____,_____
Street City State Zip

SURETY

_____ whose address is

_____, _____, _____, _____
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

_____ doing business at

_____, _____, _____, _____
Street City State Zip

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

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

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2019.

_____
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 _____ 2019.

(SEAL)

_____
Name of Corporation

By _____

Title _____
Attest_____
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERs, construction costs, ENGINEERs, and references with phone numbers. 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 under the laws of the State of _____

having its principal place of business at _____

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

_____

hereinafter called the OBLIGEE, in the sum of_____
DOLLARS ($_____) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for
ITB # 19-018 / SMATHERS BEACH RESTROOM WEST / IS72011901 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 detailed Specifications, entitled:

ITB # 19-018 / SMATHERS BEACH RESTROOM WEST / IS72011901

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

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

Signed and sealed this _____ day of _____, 2019.

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 _____, 2019.

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 Bid for _____

   _____

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

   whose business address is _____

   _____

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

   _____

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

   signing this sworn statement _____

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

   and my relationship to the entity named above is _____

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

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

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

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

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

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

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

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

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

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

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

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

_____
(Signature)

_____
(Date)

STATE OF_____

COUNTY OF_____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this_____day of _____, 2019.

My commission expires:

_____
NOTARY PUBLIC

INDEMNIFICATION

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

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

CONTRACTOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

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

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

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

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

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

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

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

Business Name _____ Phone: _____

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

Length of time at this address:_____

_____ Date: _____
Signature of Authorized Representative

STATE OF_____ COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of_____, 2019.

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

or has produced identification_____as identification
(Type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

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

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this

_____ Day of _____, 2019.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

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

Sworn and subscribed before me this

_____ Day of _____, 2019.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
:
SS COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 2019.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

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

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2019,

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 19-018, SMATHERS BEACH RESTROOMS WEST, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ th day of_____2019, all in full compliance with the Contract Documents referred to herein.

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

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

The Contractor agrees to complete the work within One hundred & twenty (**180**) 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. Contractors warranty obligations remain in effect.

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

_____ Day of _____, A.D., 2019.

CITY OF KEY WEST

By_____

Title___City Manager_____

CONTRACTOR

By_____

Title_____

FLORIDA PERFORMANCE BOND

BOND NO._____

AMOUNT: $_____

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

255.05, _____

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

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

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2019, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

_____

By:_____(Seal)

_____ Attest

SURETY

By _____(Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO_____

AMOUNT: $_____

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

255.05, _____

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

_____

with offices at _____

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

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

ITB 19-018 / SMATHERS BEACH RESTROOMS WEST / IS72011901

attached hereto, with the CITY, dated _____, 2019, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

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

relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORs in the prosecution of the work for said contract 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 _____, 2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

_____

By:_____(Seal)

_____

Attest

SURETY

By _____(Seal)

_____

Attest

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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 Artibus Design, Inc.. or their authorized representative.

10. NOTICE

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

11. OR EQUAL

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

12. OWNER

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

13. PLANS(See Drawings)

14. SPECIFICATIONS

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

15. NOTICE TO PROCEED

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

16. SUBSTANTIAL COMPLETION

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

17. WORK

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

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS

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

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

19. DISCREPANCIES AND OMISSIONS

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

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

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

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

20. CHANGES IN THE WORK

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

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

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

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

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

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

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

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

23. ADDITIONAL CONTRACT DOCUMENTS

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

24. OWNERSHIP OF CONTRACT DOCUMENTS

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

THE ENGINEER

25. AUTHORITY OF THE ENGINEER

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

26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the Progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of

the Contract Documents. He will not make comprehensive or continuous review or observation to check quality or quantity of the work, and he will not be responsible for construction means, methods, techniques, sequences, or Procedures, or for safety Precautions and Programs in connection with the work. Visits and observations made by the ENGINEER shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety Precautions, in conformance with the intent of the Contract.

The ENGINEER will make recommendations to the OWNER, in writing, on all claims of the OWNER or the CONTRACTOR arising from interpretation or execution of the Contract Documents. Such recommendations will be of factual and/or technical nature, and will not include the legal interpretation of the Contract Documents. Any necessary legal interpretation of the Contract Document will be made by the OWNER. Such recommendation shall be necessary before the CONTRACTOR can receive additional money under the terms of the Contract. Changes in work ordered by the ENGINEER shall be made in compliance with Article CHANGES IN THE WORK.
One or more Project representatives may be assigned to observe the work. It is understood that such Project representatives shall have the authority to issue notice of nonconformance and make decisions within the limitations of the authority of the ENGINEER. The CONTRACTOR shall furnish all reasonable assistance required by the ENGINEER or Project representatives for Proper observation of the work. The above-mentioned Project representatives shall not relieve the CONTRACTOR of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety Precautions, in conformance with the intent of the Contract.

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

28. REJECTED WORK

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

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

29. LINES AND GRADES

Lines and grades shall be established as provided in the supplementary conditions. All stakes, marks, and other reference

information shall be carefully preserved by the CONTRACTOR, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information shall be replaced at the CONTRACTOR's expense.

30. SUBMITTALS

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

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

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the submittal may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to ENGINEER for review and approval of each variation.
ENGINEER will review submittals with reasonable Promptness, but ENGINEER's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or Procedures of construction (except where a specific means, method, technique, sequence, or Procedure of construction is indicated in or required by the Contract Documents) or to safety Precautions or Programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on Previous submittals.

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

31. DETAIL DRAWINGS AND INSTRUCTIONS

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

THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

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

A. ASSIGNMENT OF CONTRACT

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

33. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within 10 days after the execution of the Contract, the CONTRACTOR shall submit to the ENGINEER the names of all SUBCONTRACTORS Proposed for the work, including the names of any SUBCONTRACTORS that were submitted with the 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

Contractor shall maintain limits no less than those stated below:

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

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

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

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

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

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

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

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

A. 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.

B. SURETY AND INSURER QUALIFICATIONS

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

35. 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.

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.

A. NOISE ORDINANCE

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

B. "LICENSES"

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

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

2. Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 18 of the Code of Ordinances of the City of Key West to enter the Agreement contained in the Contract Documents.

3. Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

   a.) City of Key West Tax License Receipt;

b.) A valid Certified Contractors License issued by the State of Florida.

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.

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

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.

A. 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.

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.

A. 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.

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.

A. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

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.

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

58. DELAYS AND EXTENSION OF TIME

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

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

59. DIFFERING SITE CONDITIONS

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

1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract,
2) 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 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.

61. OTHER CONTRACTS

The OWNER reserves the right to let other Contracts in connection with the work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
If any part of the work under this Contract depends for Proper execution or results upon the work of any other CONTRACTOR, utility service company or OWNER, the CONTRACTOR shall inspect and Promptly report to the ENGINEER in writing any patent or apparent defects to deficiencies in such work that render it unsuitable for such Proper execution and results. The CONTRACTOR's failure to so report shall constitute and acceptance of the work by others as being fit and Proper for integration with work under this Contract, except for latent or non-apparent defects and deficiencies in the work.

62. USE OF PREMISES

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

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

63. SUBSTANTIAL COMPLETION DATE

The ENGINEER may issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the OWNER will assume the responsibility for the cost

of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the CONTRACTOR from completing the remaining work within the specified time and in full compliance with the Contract Documents. See SUBSTANTIAL COMPLETION under DEFINITIONS of these General Conditions.

64. PERFORMANCE TESTING

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

65. OWNER'S USE OF PORTIONS OF THE WORK

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

66. CUTTING AND PATCHING

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

67. CLEANING UP

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

PAYMENT

68. PAYMENT FOR CHANGE ORDERS

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

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

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

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

A. UNIT PRICES

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

B. LUMP SUM

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

C. COST REIMBURSEMENT WORK

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

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

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

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

An additional fixed fee of 5% will be allowed the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by the SUBCONTRACTOR of a SUBCONTRACTOR.

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

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

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 90 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 40 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 the work the Contractor shall notify the ENGINEER, in writing, that he has completed it and shall request final payment. The Contractor shall be responsible for keeping an
accurate and detailed record of his actual construction. Upon completion of construction and before final acceptance and payment the Contractor shall furnish the ENGINEER as-built drawings of his construction. Upon receipt of a request for final payment and the as-built drawings the ENGINEER will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

A. Acceptance and Final Payment

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

1. The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the OWNER, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, accepted the balance due or refunded the overpayment, as determined by the OWNER, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those

payments in dispute or the subject of a pending claim between the Contractor and the OWNER. To receive payment based on a FINAL PAYMENT CERTIFCATE, The Contractor further agrees, by submitting a FINAL PAYMENT CERTIFICATE that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original FINAL PAYMENT CERTIFICATE , and that he will commence with any such arbitration claim or suit within 15 calendar days from and after the time of final PAYMENT of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the ENGINEER's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.

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

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

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

73. NO WAIVER OF RIGHTS

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

74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby revised as follows:

END OF SECTION

PART 4

GENERAL REQUIREMENTS

SMATHERS BEACH RESTROOMS WEST ITB 19-018

Item Number	Description of Work	Amount
	Permits	
	P&P Bonds	
	Mobilization	
	Profit and Overhead	
	Temp Facilities	
	Rental Equipment	
	Demolition/Clear/Fill	
	Auger piles	
	Concrete	
	CMU	
	Misc Metals	
	Light Gauge Framing	
	Misc Carpentry	
	Roofing	
	HM Door and Hardware	
	Overhead Door	
	Stucco	
	Painting	
	Toilet Partitions	
	Toliet Accessories	
	Plumbing	
	Electrical	
	Grading	
	Sewer & Water	
	Landscape	
	TOTAL	

SECTION 01001
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.

1.2 MOBILIZATION AND DEMOBILIZATION

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

B. DAILY REPORTS
   1) The CONTRACTOR shall submit daily reports of construction activities for each site, including non-work days. The report shall include:
      a) Manpower, number of workers by craft
      b) Quality Control
      c) Equipment on the Project
      d) Major deliveries
      e) Activities worked
      f) New problems
      g) Other pertinent information
   2) A similar report shall be submitted for/by each Subcontractor.
   3) The reports shall be submitted to the ENGINEER upon request.

1.3 SCHEDULING

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

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

1.4 COORDINATION

A. Contractors shall cooperate in the coordination of their separate activities in a manner that will provide the least interference with the Owner's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.

B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the ENGINEER.

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

1.5 SITE INVESTIGATION AND REPRESENTATION

A. The Contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can any way affect the work or the cost thereof under this Contract.

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

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

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

1.6 INFORMATION ON SITE CONDITIONS

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

B. The Contractor shall provide a color audio-video recording showing the entire preconstruction site. All videos shall be taken by a professional commercial video photographer. The video photographer shall be an established enterprise that routinely provides these services. The videos shall be in DVD format or .wav files on removable USB drive, indicating the date,

project name, and a brief description of the location where the video was taken. The Contractor shall submit one (1) copy of the preconstruction audio-video to the OWNER.

1.7 DIFFERING SUBSURFACE CONDITIONS

A. The ENGINEER shall investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed by the ENGINEER. If the ENGINEER finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performing the work, the ENGINEER will recommend to the Owner the amount of adjustment in cost and time he considers reasonable. The Owner will make the final decision on all Change Orders to the Contract regarding any adjustment in cost or time for completion.

1.8 UTILITIES

A. During excavation, the Contractor shall be responsible for determining, at his cost, the locations of all known utilities in the project area.

B. Contractor shall notify utility location service (e.g. Call Sunshine 1-800-432-4770) a minimum for 48 hours prior to work order mobilization. Assigned notification number shall be maintained at the job site at all times and recorded in the daily reports.

1.9 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

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

B. 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 trenching, he may, by obtaining prior approval of the property owner, Florida Keys Aqueduct Authority (FKAA), or Fire Department as applicable, and the ENGINEER, cut the service dig through, and restore 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.

1.10 TEMPORARY WATER

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

1.11 TEMPORARY ELECTRIC POWER

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

1.12 SAFETY REQUIREMENTS FOR TEMPORARY ELECTRIC POWER

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

1.13 SANITARY FACILITIES

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

1.14 STORAGE OF MATERIALS

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

B. Delicate instruments and materials subject to vandalism shall be placed under lock cover and, if necessary, provided with temperature control as recommended by the manufacturer.

1.15 CONSTRUCTION SAFETY PROGRAM

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

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

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

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

1.16 ACCIDENT REPORTS

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

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

1.17 FIRE PREVENTION AND PROTECTION

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

1.18 SITE RESTORATION AND CLEANUP:

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

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

1.19 FINISHING OF SITE AND STORAGE AREAS

A. Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish and waste materials and properly graded to drain and blend

in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend in with the surrounding terrain.

1.20 AREA CLEANUP DURING CONSTRUCTION

A. Thoroughly clean all spilled dirt, gravel, sand or other foreign materials caused by the construction operations from all streets and roads, grass, pathways, docks or concrete walkways and from adjacent areas at the conclusion of each day's operation. Truck or equipment wash down is not to be performed on City Property.

1.21 PREVENTION

A. Applicable environmental regulations shall be strictly adhered to.

1.22 SUBMITTALS

A. See Submittals section of the specifications

1.23 PAYMENT

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

END OF SECTION

SECTION 01010
SCOPE OF WORK

The project contemplated consists of providing all materials, equipment and labor necessary to install the SMATHERS BEACH BATHROOM WEST facility on the beach; including the installation of two outdoors rinse stations, outdoor water drinking fountains, turtle friendly lights inside and outside of the facility.

1.1 DESCRIPTION

Demolition of the existing coral rock bathroom and construction of a new bathroom facility. Project is located on the west end of Smathers Beach at 1910 South Roosevelt Boulevard, Key West, Florida. Project consists of all site work and necessary appurtenances, record drawings, and incidental work to provide a complete and serviceable project identified as: ITB 19-018 / SMATHERS BEACH RESTROOMS WEST

A. **ITB 19-018 / SMATHERS BEACH RESTROOMS**

1. Related requirements in other parts of the Contract Documents: Include but not limited to:
    i. General and Supplementary Conditions of the Contract for Construction.

1.2 CONTRACTOR'S DUTIES:

A. In addition to provisions stipulated in other portions of the Contract Documents, the Contractor shall:
    1. Secure permits as necessary for proper execution and completion of the work. The Contractor will secure a Florida Department of Transportation (FDOT) right-of -way permit to work on South Roosevelt Boulevard and a Coastal Construction Control Line permit from the Florida Department of Environmental Protection (FDEP) to work within 50 feet of the mean high-water line.
    2. Contractor must indemnify the FDEP & TDC. All conditions of the permit must be adhered to by the contractor.
    3. Notify (in writing) all vendors, residents and proprietors adjacent to construction site of work to be performed, more specifically the notice shall state the day and time construction will begin, hours of work, the name and phone number of the Contractor’s Superintendent and an end date for the project.

B. The Contractor shall be totally responsible for securing and complying with all, required permits and payment of associated fees. Contractor shall ensure that construction complies with all applicable local, state, and federal codes.
    1. This project is funded by the Key West Tourist Development Counsel and not eligible for further grants. Said TDC funding expires 30 September 2020 and must commence no later than 30 September 2019.

C. Provide an experienced, qualified, and competent Superintendent able to read, write and speak English to oversee the work and perform quality assurance inspections. 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/her inadequate and requests his/her

removal or the Contractor cannot continue his services to the Project for a reason or reasons that shall be communicated in writing to the City.

D. The Superintendent shall provide to the City, upon request, Construction Reports for each week of construction, the reports shall be in English, legible, and signed. Contractor, upon request, shall provide PDF copies monthly. Reports shall include quantity control checks.

E. It shall be the Contractor's responsibility to comply with the City's Ordinance

Chapter 26 Environment, Article IV. Sound Control below:

Sec. 26-193. - Exceptions.

A. The prohibitions contained in this article shall not apply to the following:

1. Construction/demolition. Sound levels produced from tools and equipment in commercial construction, demolition, drilling, or reasonably similar activities. However, such sound levels are limited to the hours of 8:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. The tools and equipment must be muffled and maintained equal to the functional standards of the industry. No exceptions contained in this subsection shall apply on Thanksgiving Day, Christmas Day and New Year's Day.

B. The Contractors is responsible for the construction of the above mentioned project, concrete walkways and all associated items used in the completion of the project. Contractor is further responsible for all costs associated with the disposal of materials and must dispose of in an environmentally responsible manner.

C. The Contractor shall provide material safety data sheets (2 copies) for chemicals, paints, coatings and materials used on-site prior to initiation of work.

1.3 CONTRACTOR'S USE OF PREMISES

A. Work shall be scheduled as to not interfere with on-going area activities.

B. Coordinate use of premises and requirements for security under direction of City.

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

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

E. Work will be influenced by turtle nesting season and no work shall be performed before a representative of Save-A-Turtle or City representative has walked the beach and cleared it for work.

i. Methods for protection of features and habitats to be preserved within authorized work areas. The CONTRACTOR shall prepare a listing of methods to protect resources needing protection, i.e., all vegetation, trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and Wildlife, soil, historical, archeological and cultural resources, sea grasses, sea

turtles, intransigent/transient vertebrate/invertebrates at hardbottom, all coral formations, human beachgoers, manatees and all marine hardbottom areas.

ii. To discourage nesting within the travel corridor, it is recommended that the Contractor should maintain some activity within these corridors on a daily basis, without disturbing any sea turtle nesting, especially when those corridors are established prior to commencement of construction.

1.4 MAINTENANCE OF EXISTING UTILITIES OPERATION

A. Provide at least three weeks' notice prior to interruption of utility services for temporary or permanent connections.

B. Keep interruption of utility services, and utility outages during disconnection, moving, and reconnection to a minimum.

C. Keys Energy shall be notified two weeks in advance in writing by the contractor for any KEYS support equipment required by the Contractor during construction. Contractor is responsible for all impact fees. No additional payment will be paid for this coordination.

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

A. Inquiries: Direct to ENGINEER regarding procedure, purpose, or extent of Submittal.

B. Submittal Submission Procedures: As provided in General Conditions, as specified herein, and as may otherwise be established during the preconstruction conference.

C. OWNER's Authorization: At any time, OWNER may authorize changes to procedures and requirements for Submittals, as necessary to accomplish specific purpose of each Submittal. Such authorization will be by Field Order or Work Change Directive.

D. Timeliness: Make submissions in accordance with requirements of individual Specification sections, as shown on the current accepted schedule of Submittals submissions, and in such sequence as to cause no delay in Work or in work of other contractors.

E. Identification of Submittals:

1. Complete, sign, and transmit with each Submittal package, one Transmittal of CONTRACTOR's Submittal Form.
2. Identify each Submittal with numbering and tracking system reviewed by ENGINEER:
   i. Sequentially number each Submittal.
   ii. Resubmission of a Submittal will have original number with sequential alphabetic suffix.
3. Show date of submission and dates of previous submissions.
4. Show Project title and OWNER's contract identification and contract number.
5. Show names of CONTRACTOR, Subcontractor or Supplier, and manufacturer as appropriate.
6. Identify, as applicable, Contract Document section and paragraph to which Submittal applies.
7. Clearly identify revisions from previous submissions.

F. Incomplete Submittal Submissions:

1. At ENGINEER's sole discretion, ENGINEER will either (i) return the entire Submittal for CONTRACTOR's revision/correction and resubmission, or (ii) retain portions of the Submittal and request submission/resubmission of specified items or as noted thereon.
2. Submittals which do not clearly bear CONTRACTOR's specific written indication of CONTRACTOR review and approval of Submittal or which are transmitted with an unsigned or uncertified submission form or as may otherwise be required under Contract Documents, will be returned to CONTRACTOR unreviewed for resubmission in accordance with Contract Documents.
3. Delays, re-sequencing or other impact to Work resulting from the CONTRACTOR's submission of unchecked or unreviewed, incomplete, inaccurate or erroneous, or

nonconforming Submittals, which will require CONTRACTOR's resubmission of a Submittal for ENGINEER's review, shall not constitute a basis of claim for adjustment in Contract Price or Contract Times.

G. Non-specified Submissions: Submissions not required under these Contract Documents and not shown on schedule of Submittals submissions will not be reviewed and will be returned to CONTRACTOR.

H. Transmit submittals in accordance with current accepted schedule of Submittal submissions, and deliver the ENGINEER designated by the ENGINEERING Department of the City of Key West.

I. Disposition of Submittals: As specified herein for administrative Submittals. ENGINEER will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:

1. No Exceptions Taken.
2. Reviewed as Noted:
    i. Reference the General Conditions for intent.
    ii. CONTRACTOR may proceed to perform Submittal related Work.
    iii. One copy for ENGINEER’s file.
    iv. One copy returned to CONTRACTOR.
3. Revise and Resubmit (Revise/Correct or Develop Replacement and Resubmit):
    i. Revise/correct in accordance with ENGINEER's comments and resubmit.
    ii. One copy to ENGINEER's file.
    iii. One copy returned to CONTRACTOR appropriately annotated.
4. Payment for the work in this section will be incidental to the contract.

END OF SECTION

PART 5

CONSTRUCTION DRAWINGS

CONSTRUCTION PLANS
FOR
SMATHERS BEACH BATHROOM WEST

SITE LOCATION

LOCATION MAP:

CITY OF KEY WEST
PURCHASE ORDER: 088493
(DATED 12-20-2018)
ARTIBUS DESIGN TASK ORDER #1803

PROJECT LOCATION:
1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL

SIGNATURE:

DATE:

SERGE MASHTAKOV
PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO 71480

REV:	DESCRIPTION:	BY:	DATE:
STATUS:	FINAL		

ARTIBUS DESIGN
ENGINEERING AND PLANNING

ARTIBUS DESIGN
3706 N. ROOSEVELT BLVD
SUITE I-208
KEY WEST, FL 33040
(305) 304-3512
WWW.ARTIBUSDESIGN.COM
CA # 30835

CLIENT: CITY OF KEY WEST
ENGINEERING DEPARTMENT
1300 WHITE ST,
KEY WEST, FL 33040

PROJECT: SMATHERS BEACH
BATHROOM WEST

SITE: 1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

TITLE: COVER

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM
PROJECT NO:	DRAWING NO:		REVISION:
1902-05	G-100		1

KEYS ENERGY POWER POLE W/ SERVICE DROP AND METER (IN WATER PROOFED ENCLOSURE OR 12" ABOVE B.F.E. (12FT NGVD)

UNDERGROUND ELECTRIC SERVICE CONDUIT (SEE ELECTRIC RISER)

EXISTING BACK-FLOW PREVENTER TO REMAIN

BUS STOP

WM LID

UPC WITH LP

BFP

UNDERGROUND WATER SUPPLY 2" SCH40 PVC

APPROXIMATE LOCATION OF EXISTING SANITARY SEWER CLEAN-OUT FIELD LOCATE

ROCK MONUMENT

PROPOSED 1 STORY BATHROOM AND PERMANENT WALKWAYS ALONG THE BUILDING

SLOPE 1:20 MAX
CROSS SLOPE 2% MAX

PROPOSED BRAKE-AWAY DESIGN SIDEWALKS AND RAMPS (SEE DETAILS) RE-GRADE AREA AROUND TO PROVIDE NO DROP FROM SIDEWALKS TO ADJACENT SAND, PROVIDE POSITIVE DRAINAGE

WOOD WALK

TBM
CORNER OF SLAB
EL 5.9' NGVD29

5' SEAWALL EASEMENT PER FDOT MAP

ROPE FENCE

CONC RE

SMATHERS BEACH

MEAN HIGH WATER ELEVATION
−0.24', NAVD 1988
1.11', NGVD 1929
AS LOCATED ON
1/29/2019

N65°53'15"E
29.68'(M)

N69°15'31"E
32.11'(M)

12.1'
33.0'
40.5'
52.5'
52.2'
20.5'
15.0'
5.0'

SCALE: 1:10

NOTES: 1. SANITARY SEWER LATERAL IS NOT SHOWN. EXACT LOCATION SHALL BE CONFIRMED IN FIELD DURING DEMOLITION OF THE BUILDING. INSTALL ALL NEW ONSITE 6" SCH 40 SEWER LATER. CONNECT TO EXISTING PIPING @ R-O-W LINE (RETAINING WALL ALONG SIDEWALK) INSTALL CLEAN-OUTS @ 50FT O.C. MAX AND ON EACH CHANGE OF DIRECTION.
2. ANY NEW SAND USED FOR GRADING SHALL BE CLEAN SAND SUITABLE FOR TURTLE NESTING AND APPROVED BY FWC.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF TEMPORARY CONSTRUCTION FENCES, SILT FENCES AND TREE PROTECTION BARRICADES WITHIN CONSTRUCTION ZONE FOR THE ENTIRE DURATION OF CONSTRUCTION ACTIVITIES.
4. THE CONTRACTOR SHALL PROVIDE SIGNED&SEALED SURVEY OF FINISHED GRADES AND POST CONSTRUCTION ELEVATION CERTIFICATE FOR THE STRUCTURE. ALL GRADES OF ADA ACCESSIBLE ROUTE SHALL MEET CURRENT CODE REQUIREMENTS.

D
0
ELEVATIONS, NGVD
HED GRADE ELEVATIONS, NGVD
E DIRECTION (MAXIMUM 2% R ADA REQUIREMENTS)
RETE PAVEMENT (SEE DETAILS)

PROPOSED SITE PLAN

SCALE: 1" = 10'-0"

THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL

SIGNATURE:

DATE:

SERGE MASHTAKOV
PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO 71480

REV:	DESCRIPTION:	BY:	DATE:
STATUS:	FINAL		X 2.6

ARTIBUS DESIGN
ENGINEERING AND PLANNING

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3706 N. ROOSEVELT BLVD
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CA # 30035

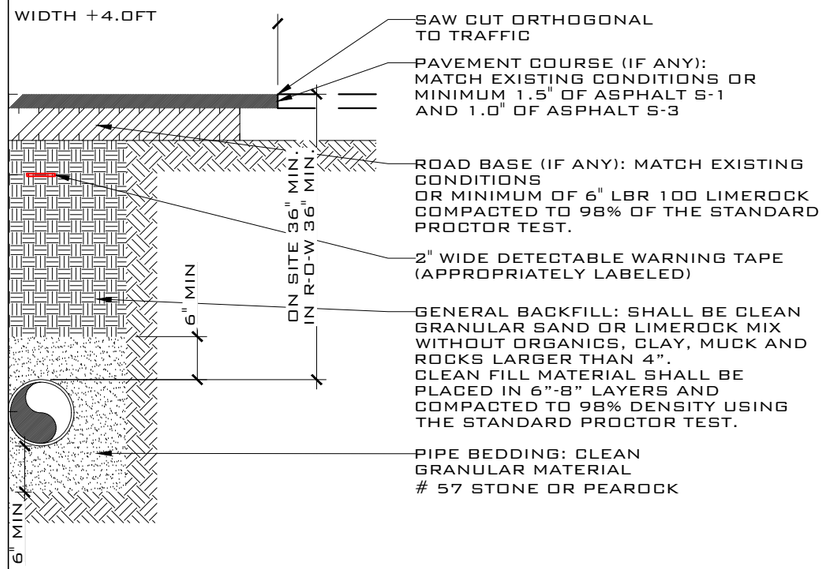
CLIENT: CITY OF KEY WEST
ENGINEERING DEPARTMENT
1300 WHITE ST.
KEY WEST, FL 33040

PROJECT: SMATHERS BEACH
BATHROOM WEST

SITE: 1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

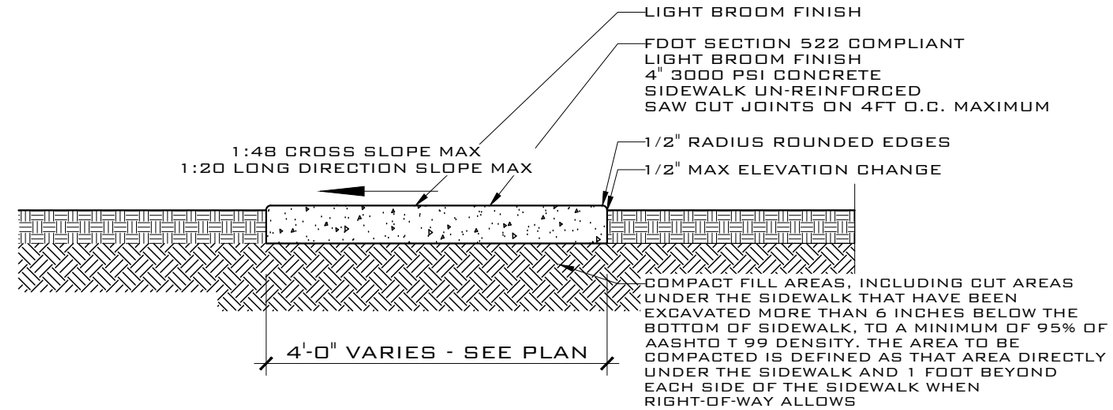
TITLE: SITE PLAN

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM
PROJECT NO:	DRAWING NO:		REVISION:
1801-06	C-102		1



TYPICAL TRENCH RESTORATION DETAIL

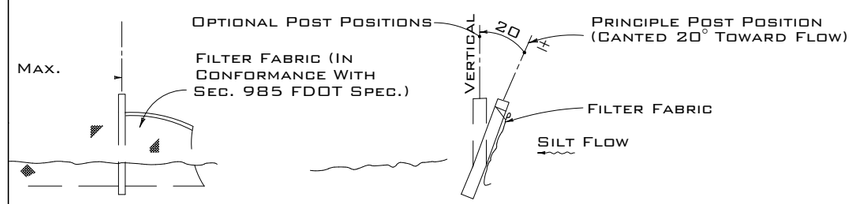
SCALE: NTS



NOTES: 1. FOLLOW FDOT SPECIFICATIONS 522 FOR ALL DETAILS
2. SAWED JOINTS: IF ELECTING TO SAW THE CONTRACTION JOINTS, CUT A SLOT APPROXIMATELY 3/16 INCH WIDE AND NOT LESS THAN 1 1/2 INCHES DEEP WITH A CONCRETE SAW AFTER THE CONCRETE HAS SET, AND WITHIN THE FOLLOWING PERIODS OF TIME: JOINTS AT NOT MORE THAN 30 FEET INTERVALS WITHIN 12 HOURS AFTER FINISHING. REMAINING JOINTS WITHIN 96 HOURS AFTER FINISHING.
3. PROVIDE ADA COMPLIANT 60"X60" LANDINGS ON ALL CHANGES OF DIRECTION AND TURNS 1:48 SLOPE MAX REGARDLESS IF THEY ARE SHOWN ON THE SITE PLAN OR NOT.

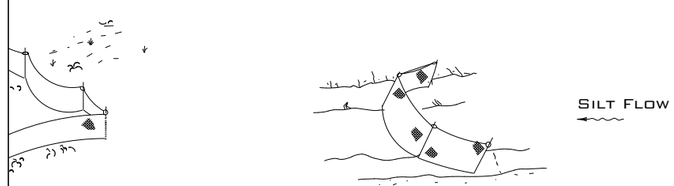
TYPICAL CONCRETE SIDEWALK WITHIN DEVELOPED PROPERTY LIMITS

SCALE: NTS



VATION

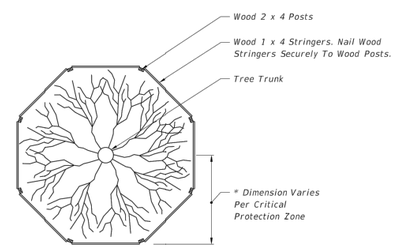
TYPE III SILT FENCE



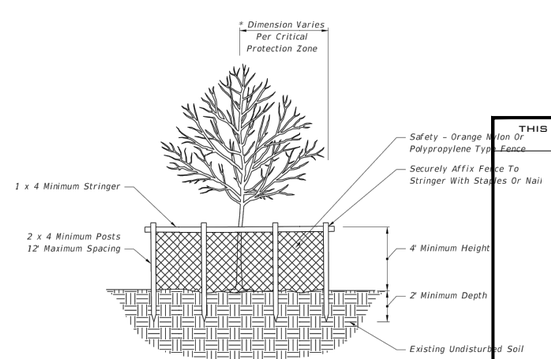
CE PROTECTION
TTOM INLETS.

A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING
LT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS
T BODIES OF WATER.

T FENCE APPLICATIONS



NOTE: For Groups Of Trees, Place Barricades Between Trees And Construction Activity.



NOTES: Critical Protection Zone: The Area Surrounding A Tree Within A Circle Described By A Radius Of One Foot For Each Inch Of The Tree Trunk Diameter At 54" Above Finished Grade. For Groups Of Trees, Place Barricades Between Trees And Construction Activity.

** Tree Protection Barricades Shall Be Located To Protect A Minimum Of 75% Of The Critical Protection Zone.*

TREE PROTECTION BARRICADE

THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL

SIGNATURE:

DATE:

SERGE MASHTAKOV
PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO 71480

REV:	DESCRIPTION:	BY:	DATE:
STATUS:	FINAL		

ARTIBUS DESIGN
ENGINEERING AND PLANNING

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CLIENT: CITY OF KEY WEST
ENGINEERING DEPARTMENT
1300 WHITE ST,
KEY WEST, FL 33040

PROJECT: SMATHERS BEACH
BATHROOM WEST

SITE: 1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

TITLE: DETAILS

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM
PROJECT NO:	DRAWING NO:		REVISION:
1801-06	C-103		1

VATER MANAGEMENT PLAN

CTOR'S USE IN GENERATING A STORMWATER POLLUTION PREVENTION
NTAL PROTECTION'S (FDEP) GENERIC PERMIT FOR STORMWATER
AFOREMENTIONED CONSTRUCTION GENERAL PERMIT (CGP)
WITH INDUSTRIAL ACTIVITY TO SURFACE WATERS UNDER THE EPA'S

P: THE DEVELOPER AS IDENTIFIED ON THE COVER SHEET OF
EACH TEAM MEMBER HAS SPECIFIC RESPONSIBILITIES AND
R INVOLVEMENT AND RESPONSIBILITIES ON THE PROJECT, ARE TO
ASSURE COMPLIANCE WITH THE CGP, THE SOUTHWEST FLORIDA
THE SWPPP. THE DUTIES AND RESPONSIBILITIES OF THE TEAM

R PERMITS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
OTHER APPLICABLE GOVERNMENTAL BODIES.

TE STORMWATER SYSTEM, IF APPLICABLE, A COPY OF THE

CE CONSTRUCTION, SUBMIT A NOTICE OF INTENT TO THE
DEVELOPER, ALONG WITH THE CERTIFICATION OF THE STORMWATER
T NUMBER OR COMPLETENESS LETTER IF THE PERMIT NUMBER IS
N 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.

LUDING, BUT NOT LIMITED TO, RETENTION/DETENTION PONDS, CONTROL
TABILIZATION CRITERIA). THIS DESIGN IS DEPICTED WITHIN THESE
ONS.

STORMWATER POLLUTION PREVENTION PLANS AND THE FDEP GENERIC
TIES THAT DISTURB FIVE OR MORE ACRES OF LAND.

HE STORMWATER POLLUTION PREVENTION PLAN, THE NOI AND ALL

PS) TO ASSURE THAT SILTED OR OTHERWISE POLLUTED STORMWATER
S OF CONSTRUCTION. STABILIZATION BMP'S THAT MAY BE USED
XTILES, SODDING, VEGETATIVE BUFFER STRIPS, PROTECTION OF
EROSION AND SEDIMENT CONTROL BMP'S THAT MAY BE USED
BARRIERS, DRAINAGE SWALES, CHECK DAMS, SUBSURFACE DRAIN,
TION, OUTLET PROTECTION, SEDIMENT TRAPS, AND TEMPORARY
ARY SEDIMENT BASINS. ADDITIONAL BMP'S THAT MAY NEED
AS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER
T CONVENIENT LOCATIONS AND PROVIDE REGULAR COLLECTION OF
SITE TRACKING OF SEDIMENTS; MAKING ADEQUATE
SPILLS OF OIL AND HAZARDOUS MATERIALS; COMPLYING WITH
R SEPTIC SYSTEM REGULATIONS AND THE USE OF APPROPRIATE
ATER COMPONENTS OF DISCHARGE.

LUTION SOURCES WHICH ARE BEING STORED, OR OTHERWISE USED
ELS, PESTICIDES, OTHER CHEMICALS. THIS NOTIFICATION SHOULD BE
PREVENT POLLUTION RUN-OFF FROM THESE SOURCES.

BUT IS NOT LIMITED TO THE FOLLOWING:

NCLUDES ALL THE DISTURBED AREAS AND MATERIAL STORAGE

PPP TO BE MAINTAINED AND INSPECTED AND THOSE ADDITIONAL

OR WHOM TO CALL.

LL BE SUBMITTED NO MORE THAN 14 DAYS AFTER COMPLETION
ABILIZATION AS DEFINED BY FDEP IS WHEN ALL SOIL DISTURBING
EVENLY DISTRIBUTED, WITHOUT LARGE BARE AREAS) PERENNIAL
ROUND VEGETATIVE COVER FOR THE AREA HAS BEEN ESTABLISHED
STRUCTURES. AS AN ALTERNATIVE, EQUIVALENT PERMANENT
TILES) MAY BE EMPLOYED. THE CONTRACTOR SHALL NOTIFY THE

OR WITHIN 24 HOURS AFTER 0.25 INCHES OF RAINFALL:

).

. ANY PERMIT VIOLATIONS SHOULD BE NOTED AND CORRECTIVE
WPPP ARE NEEDED, A REPORT FORM FOR CHANGES IN THE
ER. THE ORIGINAL SHALL BE KEPT ON-SITE AS DOCUMENTATION
T THE FACILITY IS IN COMPLIANCE WITH THE SWPPP AND THE

AL OF THE OPERATOR OF THE SWPPP.

TIVE OFFICIAL OF THE OPERATOR OF THE SWPPP.

REE YEARS.

TER CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR
WHEN CONSTRUCTION WILL RESUME WITHIN 21 DAYS.

TRUCTION AND FINAL STABILIZATION AS DEFINED UNDER PART E OF

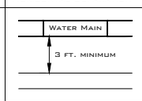
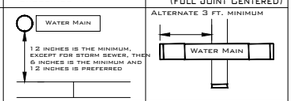
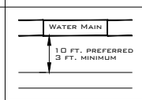
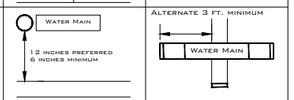
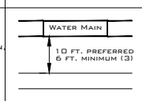
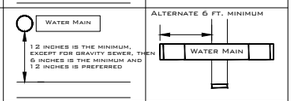
EASURE IDENTIFIED IN THE SWPPP AND SHALL PROVIDE
SSIONAL SERVICE IDENTIFIED IN THE SWPPP; THAT UNDER
OF THE GENERIC STORMWATER PERMIT ISSUED PURSUANT TO
SCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE

WATER & SEWER CROSSINGS & PARALLEL INSTALLATION NOTES:

NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2)			
VACUUM SANITARY SEWER			
GRAVITY OR PRESSURE, SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (4)			
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 FT. MINIMUM	---	---

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
(3) 3 FT. FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
(4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
DISCLAIMER-THIS DOCUMENT IS PROVIDED FOR YOUR CONVENIENCE ONLY. PLEASE REFER TO F.A.C. RULE 62-555.314 FOR ADDITIONAL CONSTRUCTION REQUIREMENTS.

EARTHWORK NOTES:

1. THE CONTRACTOR SHALL INSTALL SILT FENCE AND TREE BARRICADES AS SHOWN ON CONSTRUCTION PLANS (REFER TO LANDSCAPING PLANS FOR SPECIFIC REQUIREMENTS - BY OTHERS). CITY OF KEY WEST SHOULD BE CONTACTED TO INSPECT SILT FENCE AND TREE BARRICADES PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.
2. UPON ISSUANCE OF CLEARING PERMIT, CONTRACTOR SHALL REMOVE AND DISPOSE OF TREES CALLED FOR SUCH ON PLANS. ALL GROUND VEGETATION AND TOPSOIL WITHIN THE LIMITS OF CONSTRUCTION SHALL BE REMOVED. ANY UNSUITABLE MATERIAL ENCOUNTERED SHALL BE REMOVED TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER. ALL TOPSOIL REMOVED FROM THE BUILDING AND PAVEMENT AREAS SHALL BE STOCKPILED AND USED LATER IN LANDSCAPED AREAS. ALL ORGANIC SOILS/DEBRIS SHOULD BE REMOVED, SEE ORGANIC SOILS REMOVAL NOTES.
3. AFTER CLEARING OPERATIONS, THE EXPOSED SUBGRADE SHOULD BE EVALUATED AND PROOF ROLLED AS DIRECTED BY THE GEOTECHNICAL ENGINEER. PROOF ROLLING SHALL CONSIST OF COMPACTION WITH A LARGE-DIAMETER, HEAVY VIBRATORY DRUM ROLLER. OBSERVATION SHOULD BE MADE TO IDENTIFY ANY AREAS OF YIELDING SOILS THAT MAY REQUIRE OVER EXCAVATION AND REPLACEMENT, AS DETERMINED BY THE GEOTECHNICAL ENGINEER.

GENERAL NOTES :

1. BOUNDARY & TOPOGRAPHIC SURVEY USED FOR DESIGN PURPOSES WAS PROVIDED BY ROBERT E. REECE PSM 5632 AND DATED 01/29/2019
2. THE LOCATION OF EXISTING UTILITIES ARE APPROXIMATE AS SHOWN AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO CONSTRUCTION IN THEIR VICINITY. THE CONTRACTOR SHALL NOTIFY ALL CONCERNED PUBLIC AGENCIES AND UTILITY COMPANIES IN THE AREA BEFORE BEGINNING CONSTRUCTION, INCLUDING "SUNSHINE" AT 1-800-432-4770.
3. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL EXPOSE ALL EXISTING UTILITIES TO BE EXTENDED OR CROSSED. ANY CONFLICTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR RESOLUTION.
4. THE CONTRACTOR IS TO EXERCISE EXTREME CAUTION IN THE VICINITY OF TREES TO REMAIN AND IS RESPONSIBLE FOR ANY DAMAGE RESULTING FROM HIS WORK.
5. ALL ROADWAY SPOT ELEVATIONS REFER TO PAVEMENT OR EDGE OF PAVEMENT ELEVATIONS, UNLESS OTHERWISE SHOWN.
6. PRIOR TO CASTING STRUCTURES, THE CONTRACTOR SHALL SUBMIT FIVE (5) SETS OF SHOP DRAWINGS TO THE ENGINEER FOR REVIEW. SHOP DRAWINGS (AS APPLICABLE) SHALL INCLUDE:

A) DIP/PVC CERTIFICATE OF MANUFACTURE.
B) MANHOLE SHOP DRAWINGS AND STRENGTH REPORT.
C) FRAME AND COVER SHOP DRAWINGS.
D) FLEXIBLE COUPLING SHOP DRAWINGS.
E) CRUSHED STONE SUBMITTAL.
F) VALVE SHOP DRAWING.
G) DOUBLE DETECTOR CHECK VALVE ASSEMBLY DETAILS
H) BACKFLOW PREVENTOR DETAILS
I) MANHOLE DROP CONNECTION DETAILS.
J) STORM STRUCTURES AND PIPING
K) PAVING DATA

8. ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET FORTH IN THE CITY OF KEY WEST LAND DEVELOPMENT CODE AND THE CITY OF KEY WEST UTILITY STANDARDS AND LATEST FDOT SPECIFICATIONS AND DESIGN STANDARDS.
9. THE CONTRACTOR SHALL KEEP RECORD DRAWINGS OF THE WORK AND SHALL SUBMIT ONE CERTIFIED COPY, PREPARED BY A REGISTERED LAND SURVEYOR TO THE ENGINEER PRIOR TO FINAL PAYMENT. AS-BUILTS FOR THE STORMWATER MANAGEMENT, WATER, FIRE, & SANITARY SYSTEMS SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF KEY WEST STANDARDS.
10. CONSTRUCTION MATERIAL TESTING WILL BE PROVIDED BY THE CONTRACTOR.
11. CONTRACTOR TO NOTIFY THE CITY OF KEY WEST UTILITY DEPARTMENT AT LEAST 48 HOURS IN ADVANCE OF UTILITY INSTALLATION.
12. PARKING SPACES SHALL BE DELINEATED WITH 6-INCH WHITE STRIPES. HANDICAP SPACES PER DETAILS, STOP BARS (24" WIDE). ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH FDOT AND CITY OF KEY WEST STANDARDS.
13. ALL RIGHT-OF-WAY INSTALLATIONS WILL BE IN ACCORDANCE WITH PRACTICES REFERENCED IN THE STATE OF FLORIDA UTILITIES ACCOMMODATIONS MANUAL.
14. UTILITY INSTALLATIONS INVOLVING CONCRETE AND ASPHALT DRIVEWAY, IN GOOD CONDITION MUST BE ACCOMPLISHED BY OPEN CUT, JACK AND BORE OR PUSHING. NO JETTING WILL BE ALLOWED.
15. ALL EXISTING TRAFFIC SIGNS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
16. MATERIAL QUALITY AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH CURRENT FDOT SPECIFICATIONS AS MODIFIED BY SECTION 7-3.1.
17. ALL IMPROVEMENTS SHALL COMPLY WITH THE CITY OF KEY WEST LAND DEVELOPMENT REGULATIONS, SUCH AS TREE AND LANDSCAPE CODE, STORMWATER MANAGEMENT REGULATIONS AND FIRE CODES APPLICABLE TO THE PROJECT AT TIME OF PERMITTING.
18. WATER SERVICE PROVIDED BY FKAA.
19. SANITARY SEWER SERVICE PROVIDED BY THE CITY OF KEY WEST UTILITY DEPARTMENT.
20. PRIOR TO ANY CONSTRUCTION/DEMOLITION, CONTRACTOR SHALL SCHEDULE A PRE CONSTRUCTION MEETING WITH UTILITY PROVIDERS AND THE CITY OF KEY WEST AND SHALL COORDINATE MEETING WITH OWNER.
21. T HE CONTRACTOR SHALL RECONSTRUCT THE BENCH IN THE EXISTING MANHOLES TO ACCOMMODATE THE NEW CONNECTIONS (IF APPLICABLE).
22. THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL THE FOLLOWING HAS BEEN COMPLETED:

A) FINAL INSPECTION IN CONJUNCTION WITH COUNTY PERSONNEL COMPLETED.
B) CERTIFIED AS-BUILTS HAVE BEEN SUBMITTED AND ACCEPTED.
C) ALL NECESSARY TESTING COMPLETED AND CERTIFIED.
D) PAYMENT OF ALL CAPACITY/IMPACT FEES.
E) ISSUANCE OF F.D.E.P. CERTIFICATION OF COMPLETION APPROVAL (IF APPLICABLE).

REFERENCED SPECIFICATIONS (LATEST EDITIONS):

1. FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION AND INDEX.
2. CITY OF KEY WEST LAND DEVELOPMENT REGULATIONS.
3. F.D.E.P. REQUIREMENTS AND STANDARDS FOR WATER AND WASTEWATER CONSTRUCTION AND TESTING.
4. FBC 6TH EDITION (2017)

REV:	DESCRIPTION:	BY:	DATE:
STATUS: FINAL			

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WWW.ARTIBUSDESIGN.COM
CA # 30835

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SIGNATURE:

DATE:

SERGE MASHTAKOV
PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO 71480

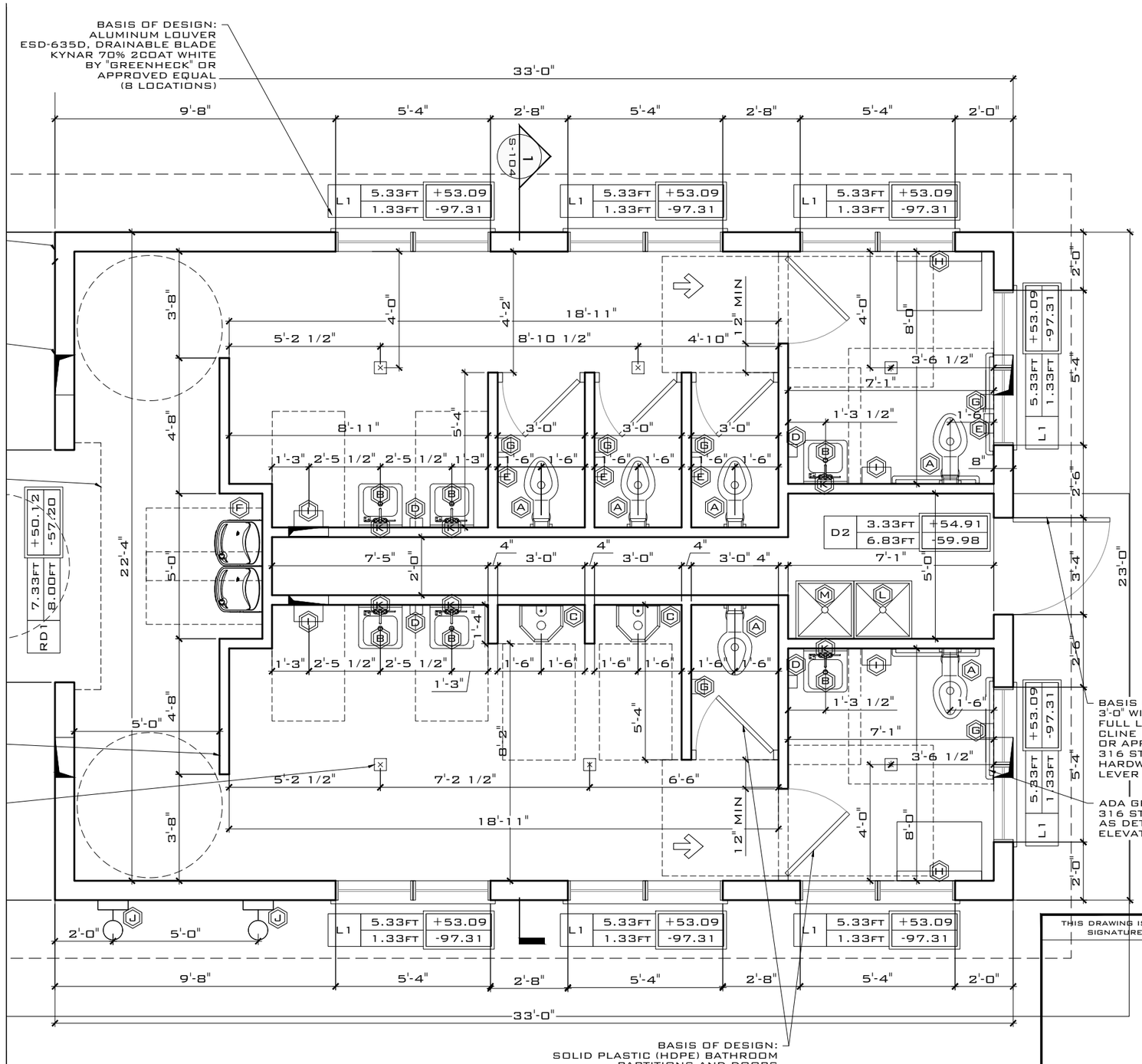
CLIENT: CITY OF KEY WEST
ENGINEERING DEPARTMENT
1300 WHITE ST,
KEY WEST, FL 33040

PROJECT: SMATHERS BEACH
BATHROOM WEST

SITE: 1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

TITLE: SITE NOTES

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM
PROJECT NO:	DRAWING NO:		REVISION:
1801-06	C-104		1



Symbol	Description	Qty
A	ADA WATER CLOSET OFF-FLOOR, WALL WASTE,SIPHON JET STAINLESS STEEL TOILET FOR FRONT MOUNT BRAND: DURA-WARE MODEL: 2105 SUPPLY: WALL (-W) MOUNTING: WALL (-1) FLUSH VALVE: -1.28 GPF FLUSH VALVE OPTION: FVL, ADA LEVER HANDLE TOILET SEAT: -HS-OFLC - HINGED SEAT, OPEN FRONT LESS COVER OPTIONS: -ADA SEAT HEIGHT	6
B	ADA LAVATORY,18" FRONT ACCESS ADA SECURITY STAINLESS STEEL LAVATORY WITH RECTANGULAR BOWL BRAND: PENAL-WARE MODEL: 1652FALRB - -1-DMS-04-M SPOUT: DECK MOUNTED VALVE: SINGLE TEMP (-03-M)	6
C	STALL TYPE - WASHOUT URINAL - ADA COMPLIANT BRAND: PENAL-WARE MODEL: 1720 SUPPLY: WALL (CONCEALED) FIXTURE FOUNTING AND WASTE: ON-FLOOR, FLOOR OUTLET FLUSH VALVE: 1.0 GPF FLUSH VALVE OPTIONS: LEVER HANDLE (WALL SUPPLY) METAL TEMPLATE (ONE PER PROJECT)	2
D	ADA LIQUID SOAP DISPENSER BOBRICK CLASSICSERIES SURFACE MOUNTED VERTICAL SOAP DISPENSER - B-2111	4
E	ADA SANITARY NAPKIN DISPOSAL STAINLESS STEEL HOUSING BOBRICK SURFACE MOUNTED B-270	4
F	VERSATILE WALL MOUNT BI-LEVEL ADA COOLER, FILTERED 8 GPH PLATINUM VINYL (SHALL HAVE NO ELECTRICAL COOLING PARTS) BRAND: HALSEY TAYLOR MODEL # HTVZ8BLSS-WF	1
G	ADA TOILET PAPER DISPENSER STAINLESS STEEL HOUSING BOBRICK B-2890 JUMBO TOILET TISSUE DISPENSER	6
H	ADA BABY CHANGING STATION KOALA KARE PRODUCTS KB110-SSWM	2
I	XLERATOR HAND DRYER MODEL: XL-SB ACCESSORY: ANTI-MICROBIAL WALL GUARD PART #89W - MICROBAN PLASTIC WHITE	4
J	WALL MOUNTED OUTDOOR SHOWERS, ACCESSIBLE DESIGN WITH FOOT SPRAY, STAINLESS STEEL WM-442-ADA-FS BY "OUTDOOR SHOWER COMPANY"	2
K	ADA MIRROR, STAINLESS STEEL FRAME HARNEY HARDWARE PRODUCT # 19074	6
L	ADVANCE TABCO 9-OP-20 16" x 20" x 6" FLOOR MOUNTED MOP SINK W/ WALL MOUNTED FAUCET	1
M	REGENCY 28" 16-GAUGE STAINLESS STEEL ONE COMPARTMENT COMMERCIAL SINK WITHOUT DRAINBOARD - 23" X 23" X 12" BOWL W/ WALL MOUNTED FAUCET	1

NOTES: THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL EQUIPMENT AS SHOWN OR ENGINEER APPROVED EQUAL. ALL EQUIPMENT SHALL BE SUPPLIED AND INSTALLED WITH ALL ORIGINAL HARDWARE ALL BOLTS, NUTS AND CAPS FOR COMPLETE AESTHETIC AND OPERATIONAL INSTALLATION

Symbol	Description (Only Add-Alternate Bid Items)	Qty
A	ADA WATER CLOSET OFF-FLOOR, WALL WASTE BRAND: KOHLER MODEL: KINGSTON BOWL K-4323 SUPPLY: WALL MOUNTING: WALL FLUSH VALVE OPTION: ROYAL 100 ROYAL® EXPOSED MANUAL FLUSHOMETER, ADA LEVER HANDLE TOILET SEAT: - HINGED SEAT, OPEN FRONT LESS COVER OPTIONS: -ADA SEAT HEIGHT	6
B	PROPOSED ADA SINK, BRAND: AMERICAN STANDARD MODEL # 0356.041.020 MONTEREY 4 INCH CENTERSET GOOSENECK FAUCET, 1.5 GPM LAMINAR FLOW IN SPOUT BASE, 8 INCH SPOUT REACH, MODEL # 7500.188.002	6
C	STALL TYPE - WASHOUT URINAL - ADA COMPLIANT BRAND: KOHLER MODEL # K-4920-T-0 SUPPLY: WALL (CONCEALED) FIXTURE FOUNTING AND WASTE: ON-FLOOR, FLOOR OUTLET FLUSH VALVE: 1.0 GPF FLUSH VALVE OPTIONS: LEVER HANDLE (WALL SUPPLY) TEMPLATE (ONE PER PROJECT)	2

BASIS OF DESIGN:
3'-0" WIDE x 7'-0"
FULL LOUVER DOORS
CLINE DOORS SERIES 100BE
OR APPROVED EQUAL
316 STAINLESS STEEL
HARDWARE, KEY ENTRY,
LEVER

ADA GRAB BARS,
316 STAINLESS STEEL
AS DETAILED ON BATHROOM
ELEVATIONS

BASIS OF DESIGN:
SOLID PLASTIC (HDPE) BATHROOM
PARTITIONS AND DOORS
COLOR: CHARCOAL 9237
ALL HARDWARE: 316 STAINLESS STEEL,
ADA COMPLIANT LOCKS
BY ASI GLOBAL PARTITIONS OR
APPROVED EQUAL

- 2 COMPONENT CATALYZED WATER
KY WITH A MICRONIZED POLYMER
NIFORM SLIP RESISTANCE, COLOR GRAY

AND CEILINGS - PRIMED AND PAINTED W/
LIC, WATER REPELLENT PENETRATING
F CLEAR ACRYLIC ANTI-GRAFFITI SEALER,

AND CEILINGS - PRIMED AND PAINTED
CRYLIC, WATER REPELLENT PENETRATING
F CLEAR ACRYLIC ANTI-GRAFFITI SEALER,
(OWNER APPROVED SHADES).

PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL

Signature:

Date:

Serge Mashtakov
Professional Engineer
State of Florida
License No 71480

REV:	DESCRIPTION:	BY:	DATE:
STATUS: FINAL			

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CA # 30835

CLIENT: City of Key West
Engineering Department
1300 White St,
Key West, FL 33040

PROJECT: Smathers Beach
Bathroom West

SITE: 1910 S Roosevelt Blvd,
Key West, FL 33040

TITLE: Proposed Floor Plan

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM
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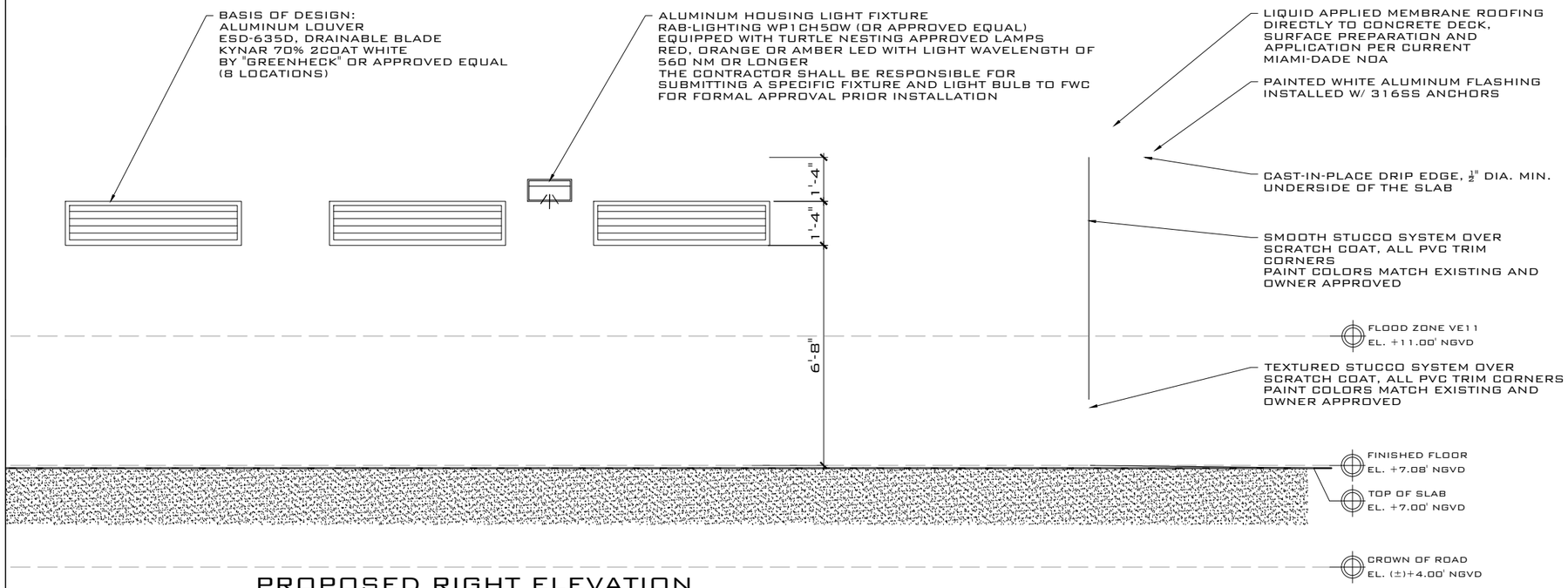
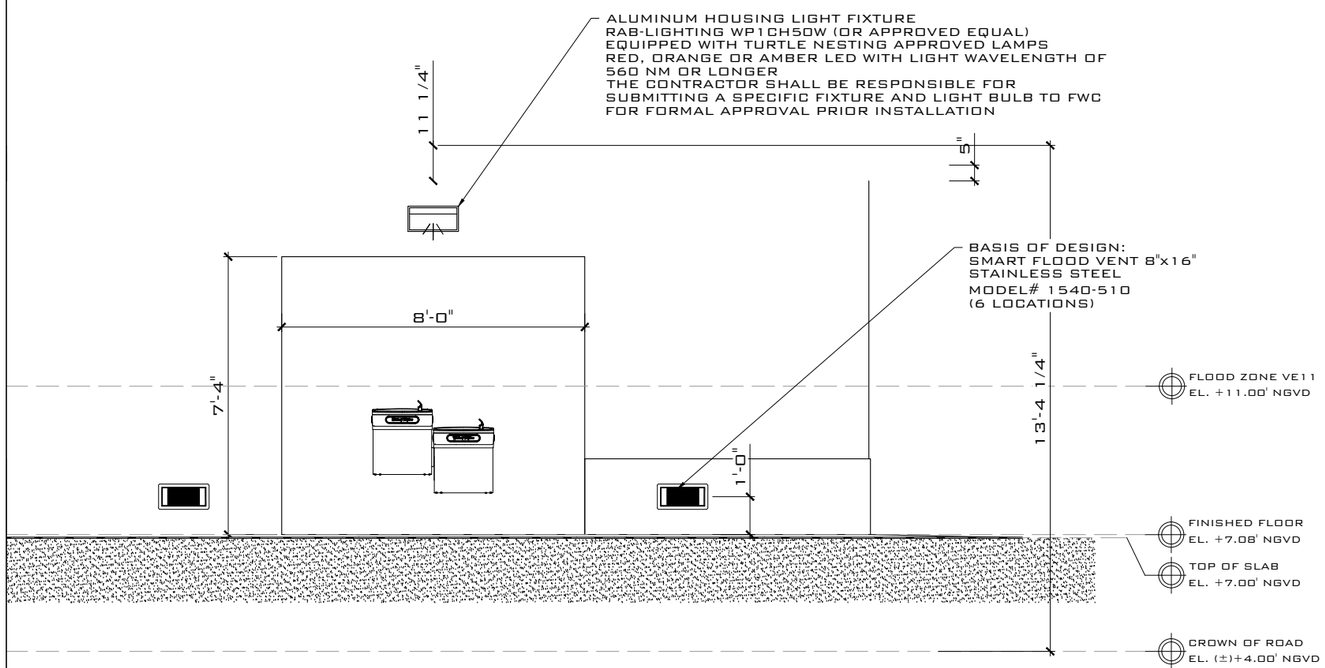
1902-05	A-101		1



PROPOSED RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



PROPOSED FRONT ELEVATION

SCALE: 1/4" = 1'-0"

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Serge Mashtakov
Professional Engineer
State of Florida
License No 71480

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STATUS:	FINAL		

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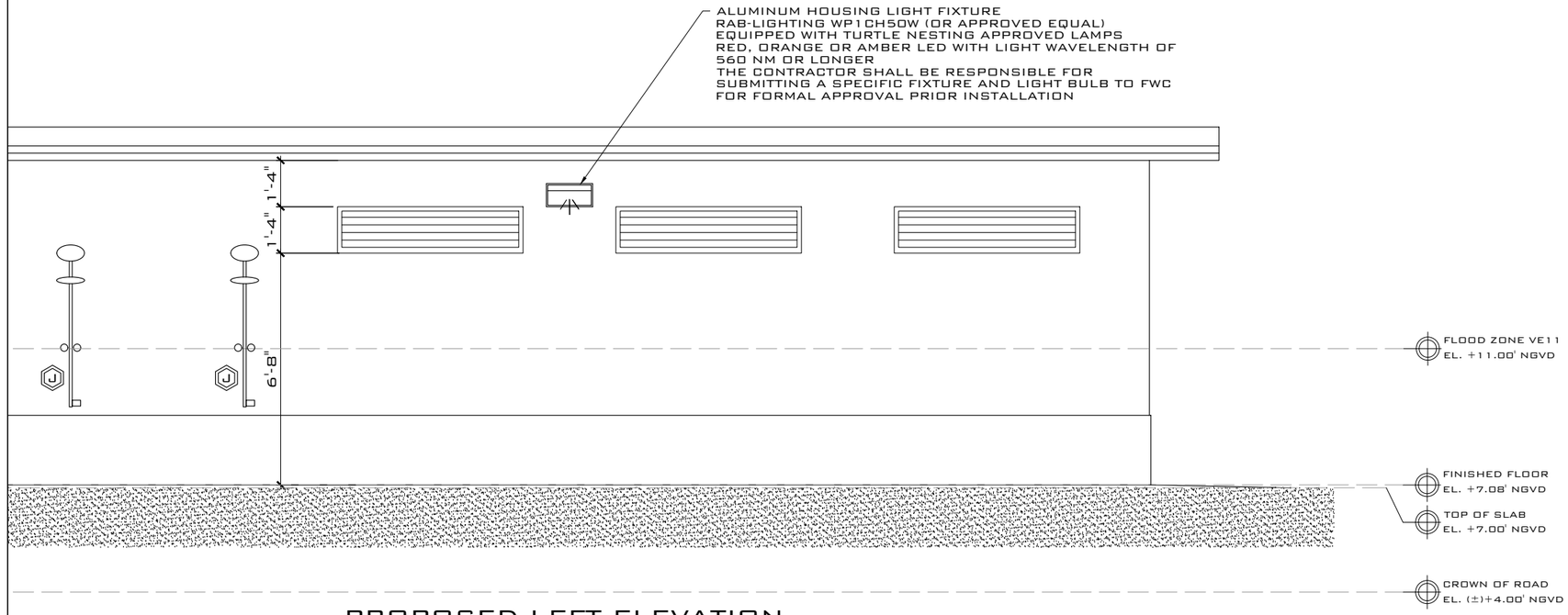
CLIENT: CITY OF KEY WEST
ENGINEERING DEPARTMENT
1300 WHITE ST,
KEY WEST, FL 33040

PROJECT: SMATHERS BEACH
BATHROOM WEST

SITE: 1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

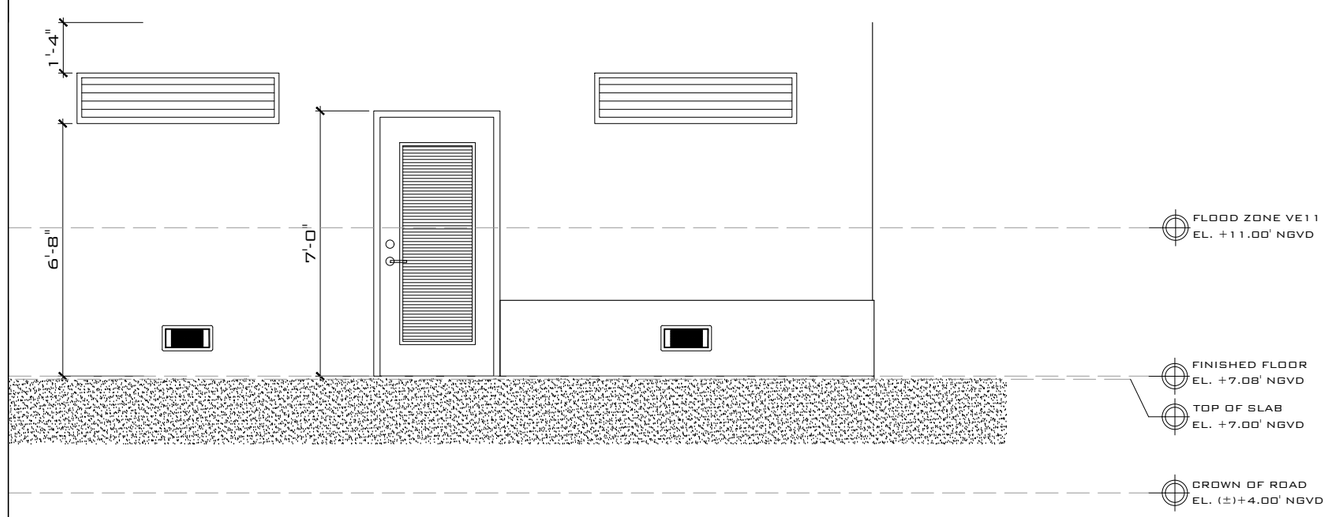
TITLE: PROPOSED RIGHT/FRONT
ELEVATIONS

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM
PROJECT NO:	DRAWING NO:		REVISION:
1902-05	A-102		1



PROPOSED LEFT ELEVATION

SCALE: 1/4" = 1'-0"



PROPOSED REAR ELEVATION

SCALE: 1/4" = 1'-0"

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Signature:

Date:

Serge Mashtakov
Professional Engineer
State of Florida
License No 71480

REV:	DESCRIPTION:	BY:	DATE:
STATUS: FINAL			

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Engineering and Planning

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www.ArtibusDesign.com
CA # 30835

CLIENT: City of Key West
Engineering Department
1300 White St,
Key West, FL 33040

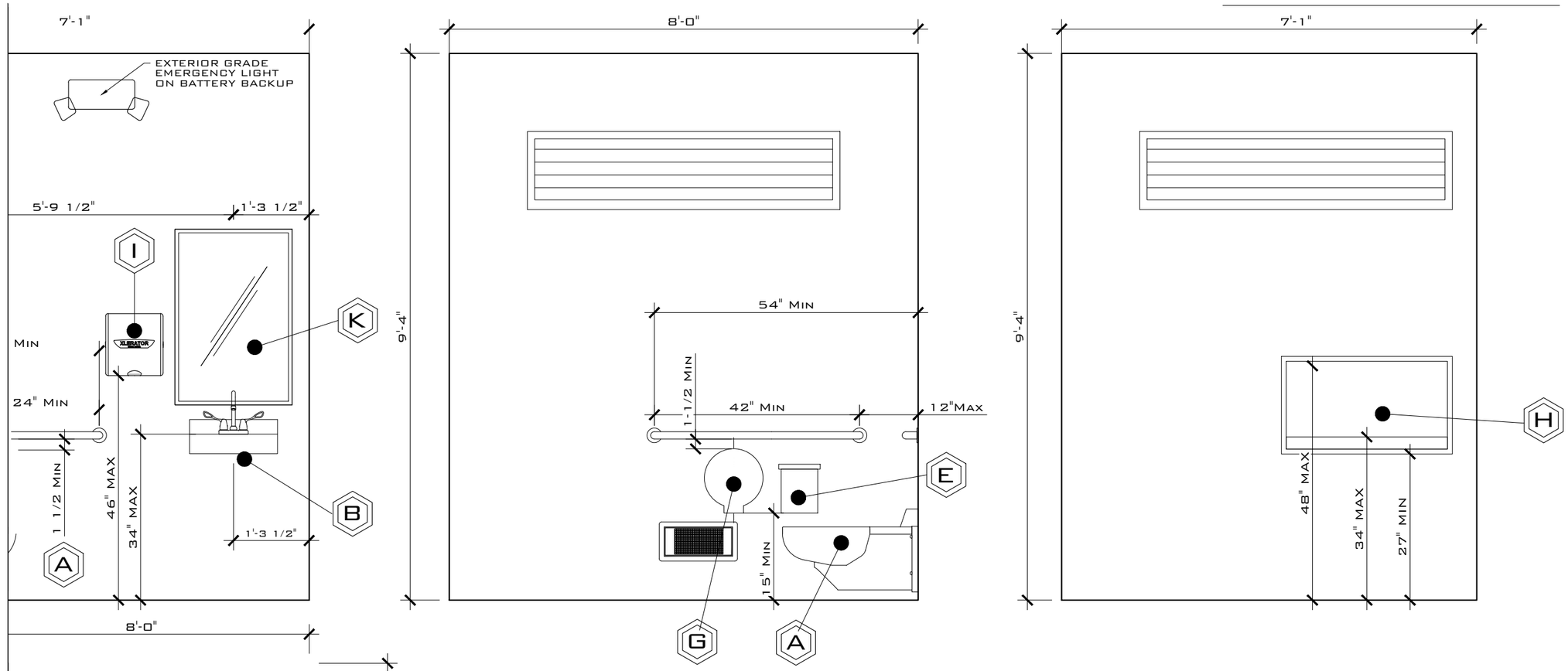
PROJECT: Smathers Beach
Bathroom West

SITE: 1910 S Roosevelt Blvd,
Key West, FL 33040

TITLE: Proposed Left/Rear
Elevations

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM

PROJECT NO:	DRAWING NO:	REVISION:
1902-05	A-103	1



PROPOSED BATHROOM ELEVATIONS

SCALE: 1/2" = 1'-0"

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SIGNATURE:

DATE:

SERGE MASHTAKOV
PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO 71480

REV:	DESCRIPTION:	BY:	DATE:

STATUS: FINAL

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CLIENT: CITY OF KEY WEST
ENGINEERING DEPARTMENT
1300 WHITE ST,
KEY WEST, FL 33040

PROJECT: SMATHERS BEACH
BATHROOM WEST

SITE: 1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

TITLE: PROPOSED BATHROOM
ELEVATIONS

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM

PROJECT NO:	DRAWING NO:	REVISION:
1902-05	A-104	1

Contractor shall review these plans and site
r if any discrepancies are discovered.
for the supervision of the Contractor nor his
n. It is the Contractor's responsibility to
ods of the construction to meet requirements
standards and requirements of these plans.
or exceed industry standard practices.
s shall be reviewed and approved by the

be 5 original submittals for All materials,
for this project (no exceptions).
d, approved, dated and signed by the General
ubmitting for Engineers review.
nd maintain submittal log for all product with
s and dates of submittal and approval.
dvance for timely preparation of all submittals
d correction process.

6th Edition (2017)
SCI/SEI 7-10

onc.)

ruction per ASCI 24-14
Proofing

ASD Design with a Load Factor of 0.6

"Sedimentary and foliated rock" with a
re of 3,000 psf. Notify the Engineer of soil

ters shall be placed on stabilized undisturbed

be 24" unless otherwise is specified on the
hall not be placed back into the trench unless

ll be used only if approved by the Engineer.
ced in 6"-8" layers and compacted to 98%
tor Test.
nular sand or limerock mix without any
nd rocks larger than 4". Backfill shall not
debris.

ameter with minimum embedment of 3ft into the
n on the plans.
a min. compressive strength of 5000 psi. Water
/c=0.40.
4) #6 REBAR vertically with #3 hoops at 10"
tic chars or centralizers to provide a 3" cover
nt.

edition and ACI 301.
have a min. compressive strength of 4000 psi
he plans. Water Cement ratio shall not exceed

l be cured and protected from overdrying per
creting".
/2" chamfers.
ess otherwise approved by the Engineer.
oratory Testing shall be performed by the
y.
or all scheduling, coordination and cost of

nd tested each time.

y concrete mix;

l and ASTM requirements.
original signed&sealed report results to the

rs erection tolerances shall be as specified in
CI design handbook/sixth edition".

1035 Grade 100 (ChromX 9100) as corrosion

nt, cover, tolerances, etc. Shall be per ACI

factory made unless field bends are approved

tralizers shall be used for rebar support.

Structural Lumber

1. All wood members shall meet or exceed requirements specified in "ANSI/AF&PA National Design Specification (NDS) for Wood Construction" and all referenced standards.
2. All wood members shall be Souther Pine No2 or Greater kiln dried as specified in the Standards, unless otherwise specified.
3. All wood members exposed to exterior, in direct contact with concrete or steel shall be Pressure-Treated (PT) UC4B grade per AWPA Standards.
4. All field cuts in pt lumber shall treated on site.
5. Nailing shall be in accordance with FBC 2017. Nails and other fasteners for PT wood shall be Stainless Steel or ACQ Approved treated.
6. Sheathing shall be 5/8" CDX Plywood Sheathing Grade, unless otherwise is specified on the plans. Use 10d ring-shank nails with spacing of 4" o.c. on all edges and 6" o.c. in the field.

Hardware

1. Hardware shall be 316 Stainless Steel or better or Zmax galvanized for non exposed Simpson products, unless otherwise specified.
2. All connectors shall have stainless steel screws and fasteners or ACQ Approved treated (for non exposed locations).

Reinforced Masonry (CMU)

1. All Masonry shall be reinforced concrete masonry unit in accordance with the latest edition of ACI 530/ASCE 5/TMS 402.
2. Install all blocks in running bond.
3. Minimum masonry block (ASTM C90) strength shall (F'm) be 1500 psi.
4. Type "S" mortar (ASTM C270) shall be used using 3/8" full bedding reinforced w/ 9 gage 304 stainless steel ladder wire every 2nd row.
5. Filled cells shall be reinforced with #5 REBAR @ 24" o.c. (unless otherwise is specified on the plans).
6. Grout shall be pea rock pump mix (ASTM C476) with a minimum compressive strength of 4000 psi (28 day) (ASTM C1019). Targeted slump shall be 8"-11".
6. Each grouted cell shall have cleanout openings at the bottom. There shall be no loose mortar or other debris in the bottom of the cell. Use blast pressure washing for surface preparation.

Structural Steel

1. Structural steel components shall be as described in "Specifications for Structural Steel Buildings" AISC 2005 or later eddition.
2. HSS shapes (structural tubing) shall be ASTM A500 (Fy=46 ksi).
3. Steel plates, flanges and miscelenious elements shall be ASTM A36 (Fy=36 ksi) unless noted otherwise on the plans.
4. W-shapes, C-shapes and other formed steel shall be ASTM A36 (Fy=36 ksi).
5. All welding shall be in conformance with the latest specifications AWS D1.1/D1.1M:2017, Structural Welding Code - Steel.
6. Bolts: Hot Dip Galvanized. A325N, A563DH hex nuts, F436 washers.
7. Anchor bolts: Hot Dip Galvanized. A307 grade A, A563DH hex nuts, F844 washers.

Structural Steel Coating

1. All surfaces shall be abrasive blast cleaned to near-white metal (per SSPC-SP10)

Exposed Steel:

2. All surfaces shall be primed with Polyamide Epoxy - one coat (8.0 mils DFT).
3. Apply Sealant at all locations where steel is welded, lapped etc. Sealant material shall be compatible with the painting system.
4. Top layer shall be two (2) coat Polyurethane (3.0 mils DFT each).
5. Top paint shall be UV resistant or have a UV resistant coating.
6. Colors shall match existing or to be selected by the owner.

Non-Exposed Steel (Interior):

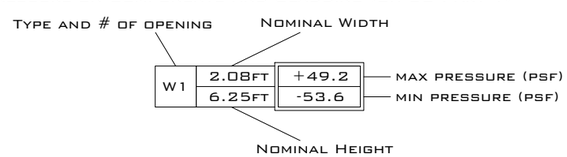
7. 2 coats of "Sumter Coatings" Universal Primer (6.0 mils DFT) or Approved Equal.

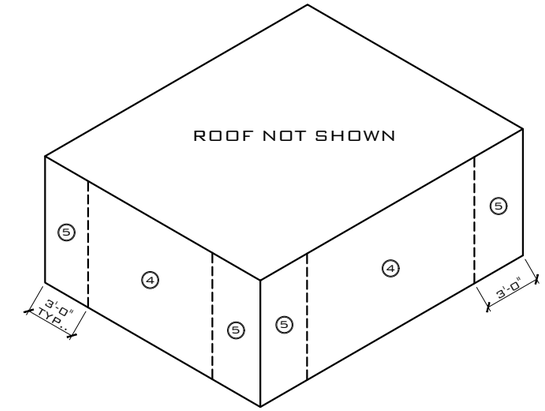
Aluminum Components

1. Type 6061-T6 aluminum.
2. MIG welded all joints w/ continuous 1/8" weld. Use 5356 filler wire alloy.
3. All aluminum in contact with concrete, pt wood, dissimilar metals and other corrosive materials shall coated with coal-tar epoxy or protected by other Engineer approved method.

Openings:

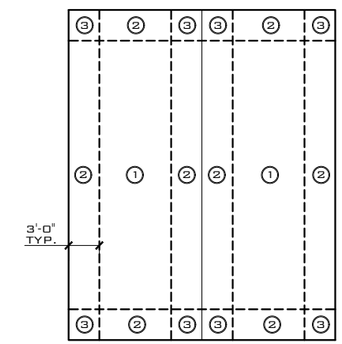
1. All exterior windows & doors shall be large and small missile impact rated or have code compliant shutters.
2. All exterior windows and doors shall have Florida product approval and NOA. Product approval labels shall be permanently attached to the frame.
3. Wind Pressure on Components and Cladding (Ch 30 Part 1)





WALLS WIND PRESSURES DIAGRAM

SCALE: NTS



ROOF WIND PRESSURES DIAGRAM

SCALE: NTS

Partially Enclosed - Building					
Wind Pressure on Components and Cladding (Ch 30 Part 1)					
Description	Width, ft	Span, ft	Area, ft2	Max P, psf	Min P, psf
Zone 1	1	1	1	+33.43	-57.99
Zone 2	1	1	1	+33.43	-97.31
Zone 3	1	1	1	+33.43	-146.50
Zone 4	1	1	1	+57.99	-62.89
Zone 5	1	1	1	+53.09	-97.31

This drawing is not valid without the signature and original seal

Signature:

Date:

Serge Mashtakov
Professional Engineer
State of Florida
License No 71480

rev:	description:	by:	date:
status:	FINAL		

Artibus Design
Engineering and Planning

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www.ArtibusDesign.com
CA # 30835

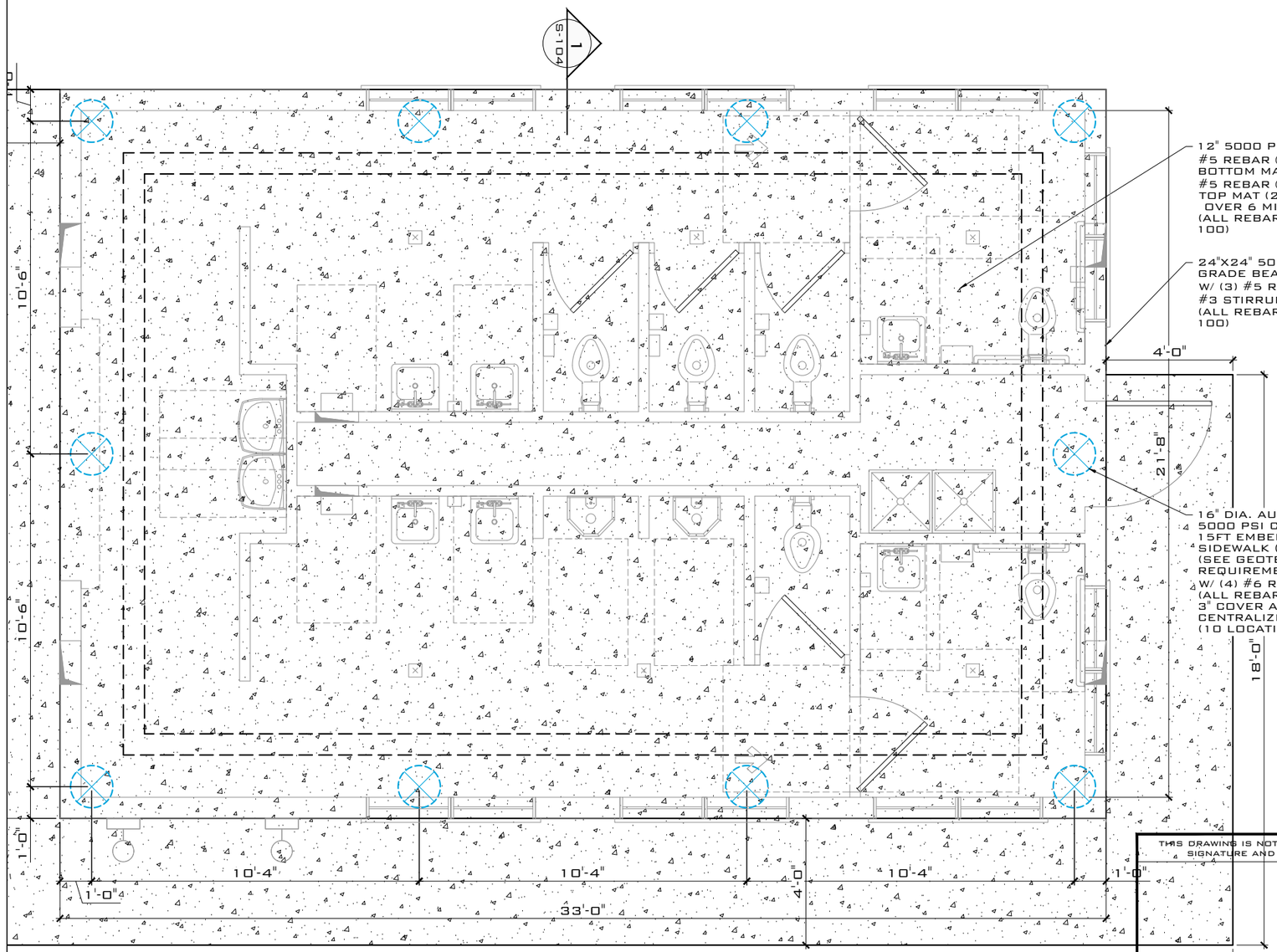
client: City of Key West
Engineering Department
1300 White St,
Key West, FL 33040

project: Smathers Beach
Bathroom West

site: 1910 S Roosevelt Blvd,
Key West, FL 33040

title: Notes

scale at 11x17:	date:	drawn:	checked:
as shown	04/08/19	MNS	SAM
project no:	drawing no:		revision:
1902-05	S-100		1



12" 5000 PSI CONCRETE SLAB
#5 REBAR @ 12" O.C. EACH WAY,
BOTTOM MAT (3" COVER)
#5 REBAR @ 16" O.C. EACH WAY,
TOP MAT (2" COVER TOP)
OVER 6 MIL VAPOR BARRIER
(ALL REBAR CHROMX9100, GRADE 100)

24"X24" 5000 PSI CONCRETE GRADE BEAM
W/ (3) #5 REBAR TOP & BOTTOM
#3 STIRRUPS @ 10" O.C.
(ALL REBAR CHROMX9100, GRADE 100)

16" DIA. AUGER PILES
5000 PSI CONCRETE,
15FT EMBEDMENT BELOW GRADE OF ADJACENT SIDEWALK (LOCATION OF THE BORE)
(SEE GEOTECHNICAL REPORT FOR SPECIFIC REQUIREMENTS)
W/ (4) #6 REBAR AND #3 HOOPS @ 10" O.C.
(ALL REBAR CHROMX9100, GRADE 100)
3" COVER ALL SIDES, USE PLASTIC CHAIRS AND CENTRALIZERS - NO EXCEPTIONS
(10 LOCATIONS)

ALL METAL OBJECTS IN AND AROUND
G AND DECK AREA SHALL BE BONDED
NIMUM #8 SOLID COOPER CONDUCTOR
RASS OR COPPER BONDING CLAMPS
MPLY WITH ARTICLE 680 OF N.E.C.

FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL

Signature:

Date:

Serge Mashtakov
Professional Engineer
State of Florida
License No 71480

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STATUS:	FINAL		

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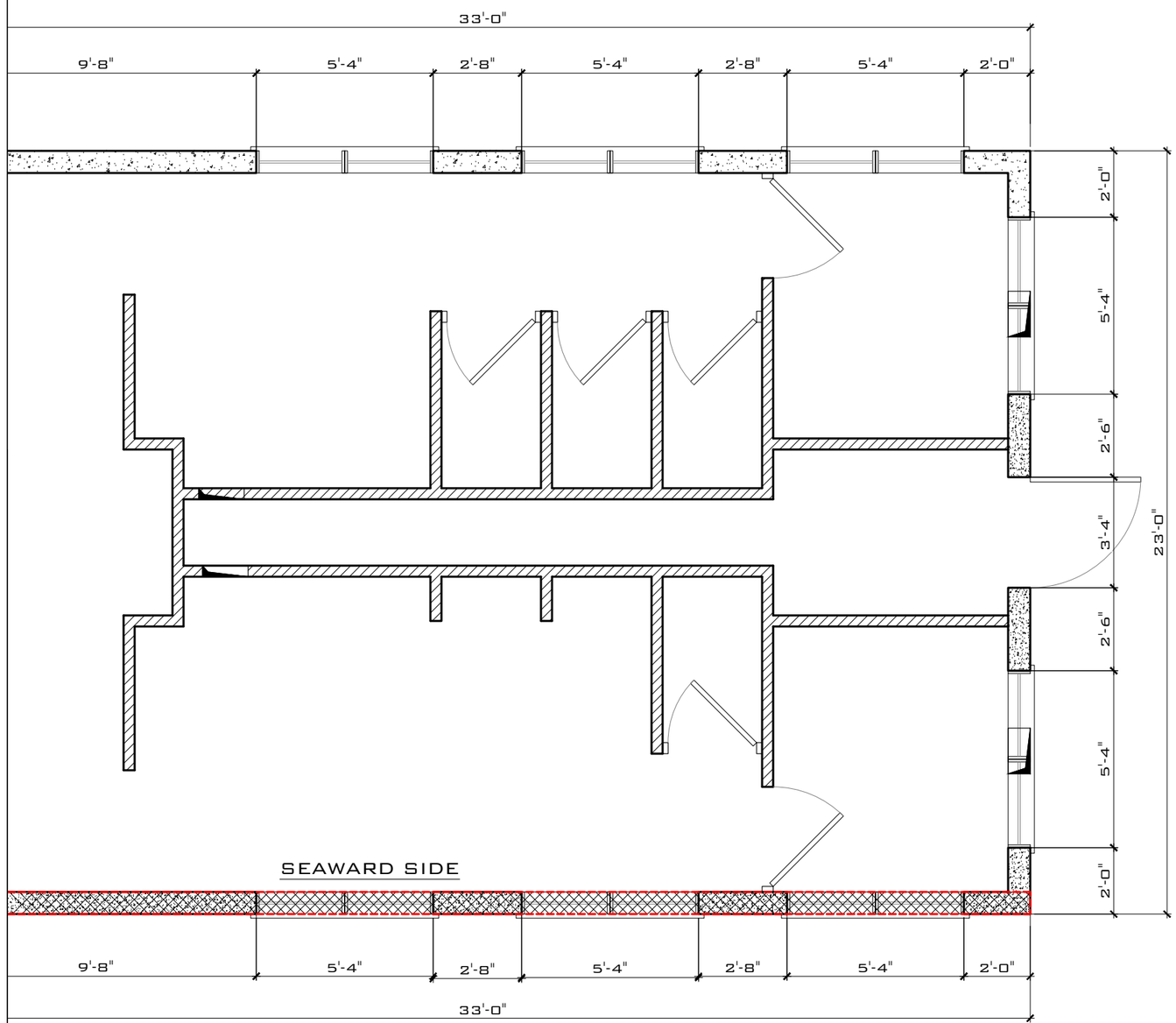
CLIENT: CITY OF KEY WEST
ENGINEERING DEPARTMENT
1300 WHITE ST,
KEY WEST, FL 33040

PROJECT: SMATHERS BEACH
BATHROOM WEST

SITE: 1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

TITLE: FOUNDATION PLAN

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM
PROJECT NO:	DRAWING NO:		REVISION:
1902-05	S-101		1



ECTS IN AND AROUND
REA SHALL BE BONDED
D COOPER CONDUCTOR
ER BONDING CLAMPS
CLE 680 OF N.E.C.

STRUCTURAL PLAN

SCALE: 1/4" = 1'-0"

WALLS LEGEND	
SYMBOL	DESCRIPTION
	SEAWARD WALL ONLY 8" 4000 PSI CONCRETE WALL VERTICAL REINFORCEMENT #6 REBAR @ 8" O.C. POSITIONED WITH 1" COVER FROM INTERIOR ON ALL SIDES HORIZONTAL REINFORCEMENT #4 REBAR @ 16" O.C.
	ALL OTHER EXTERIOR WALLS 8" 4000 PSI CONCRETE WALL VERTICAL REINFORCEMENT #4 REBAR @ 16" O.C. POSITIONED MIDWALL HORIZONTAL REINFORCEMENT #4 REBAR @ 16" O.C.
	ALL INTERIOR WALLS: 4" CMU WALL 9 GAGE 304 STAINLESS STEEL LADDER WIRE EVERY 2ND ROW

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Serge Mashtakov
Professional Engineer
State of Florida
License No 71480

REV:	DESCRIPTION:	BY:	DATE:
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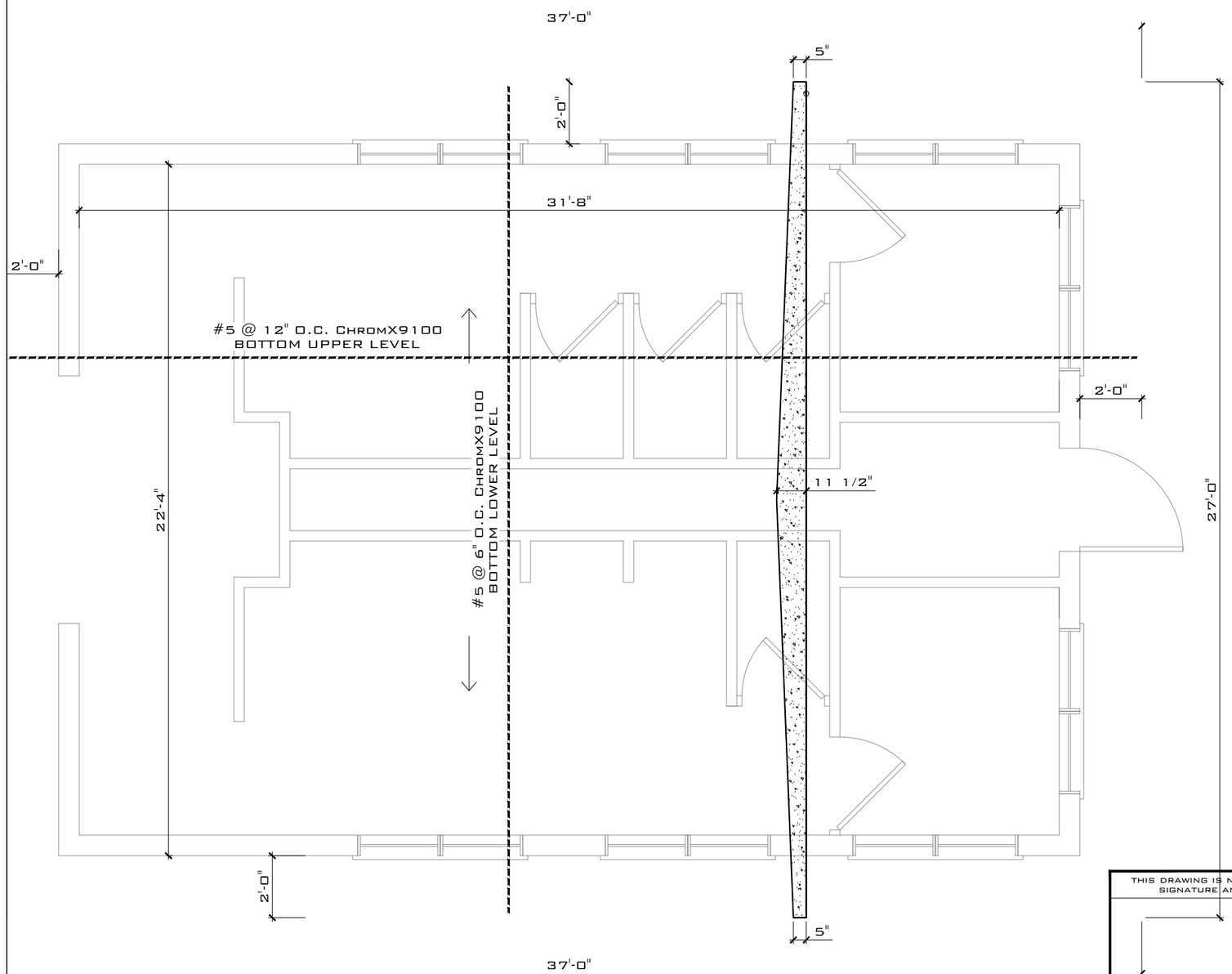
KEY WEST, FL 33040

PROJECT: SMATHERS BEACH
BATHROOM WEST

SITE: 1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

TITLE: STRUCTURAL PLAN

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM
PROJECT NO:	DRAWING NO:		REVISION:
1902-05	S-102		1



NOTE: ALL METAL OBJECTS IN AND AROUND BUILDING AND DECK AREA SHALL BE BONDED WITH MINIMUM #8 AWG COOPER CONDUCTOR AND COMPLY WITH ARTICLE 680 OF N.E.C.

ROOF SLAB PLAN

SCALE: 1/4" = 1'-0"

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Signature:

Date:

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Professional Engineer
State of Florida
License No 71480

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STATUS: FINAL			

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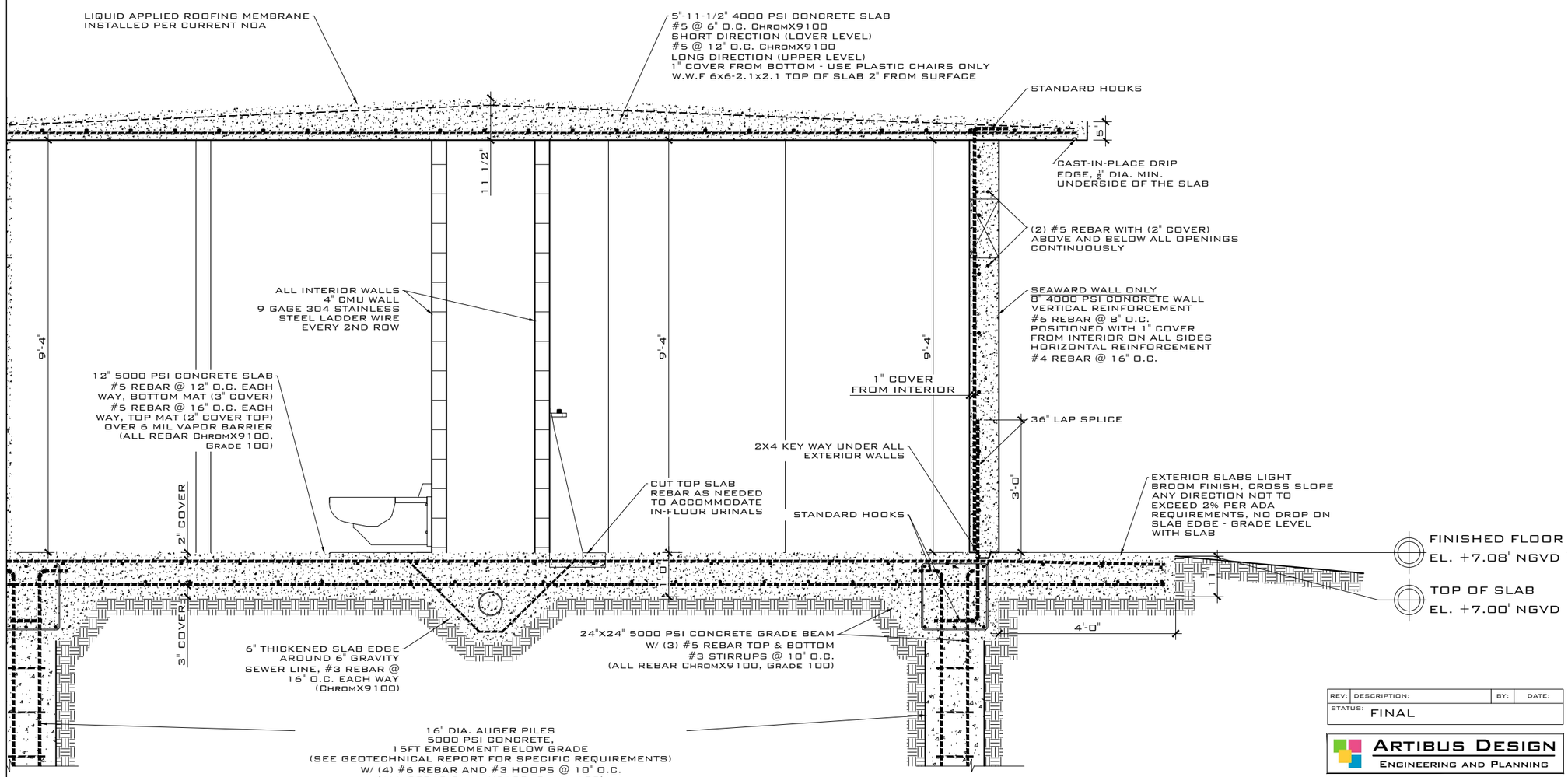
Engineering Department
1300 White St,
Key West, FL 33040

PROJECT: Smathers Beach
Bathroom West

SITE: 1910 S Roosevelt Blvd,
Key West, FL 33040

TITLE: Roof Plan

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM
PROJECT NO:	DRAWING NO:		REVISION:
1902-05	S-103		1



NOTE: ALL SNAP-TIES USED FOR CAST-IN-PLACE WALLS FORMING SHALL BE 304 STAINLESS STEEL OR COMPOSITE NON-CORROSIVE MATERIAL (SUBMIT SHOP DRAWINGS FOR ENGINEER'S APPROVAL)

SECTION 1-1

SCALE: 3/8" = 1'-0"

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Date:

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Professional Engineer
State of Florida
License No 71480

REV:	DESCRIPTION:	BY:	DATE:
STATUS: FINAL			

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Engineering Department
1300 White St,
Key West, FL 33040

PROJECT: Smathers Beach
Bathroom West

SITE: 1910 S Roosevelt Blvd,
Key West, FL 33040

TITLE: Section 1-1

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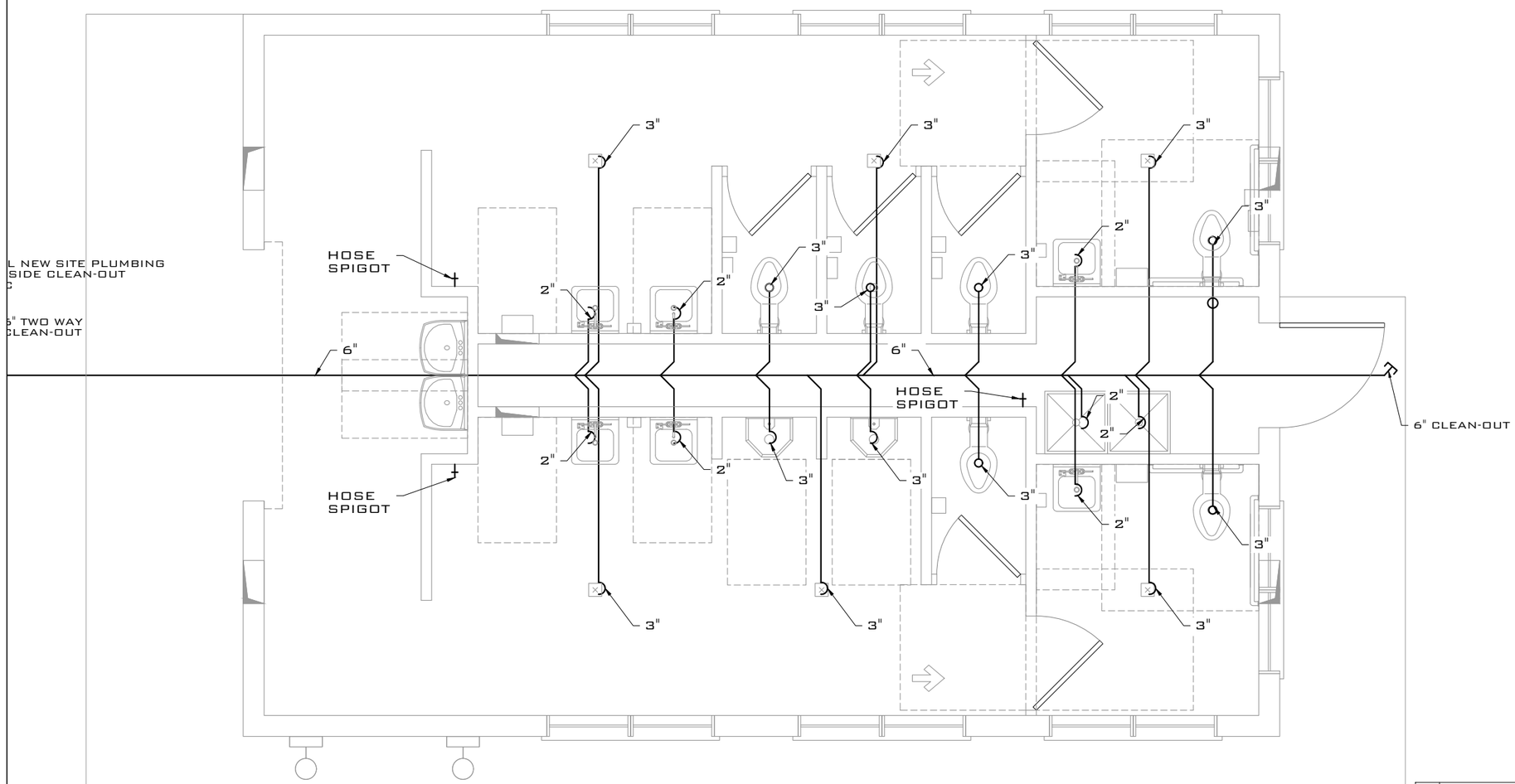
PROJECT NO:	DRAWING NO:		REVISION:
1902-05	S-104		1



NOTE: ALL METAL OBJECTS IN AND AROUND BUILDING AND DECK AREA SHALL BE BONDED WITH MINIMUM #8 SOLID COOPER CONDUCTOR USING BRASS OR COPPER BONDING CLAMPS AND COMPLY WITH ARTICLE 680 OF N.E.C.

PROPOSED PLUMBING PLAN

SCALE: 1/4" = 1'-0"

NOTES:

K AND MATERIALS SHALL BE IN COMPLIANCE WITH FBC 2017 PLUMBING AND LOCAL STANDARDS.
ITARY SEWER PIPING SHALL BE SCH 40 PVC.
RIOR WATER SUPPLY PIPING SHALL BE $\frac{3}{4}$" DIA. COPPER.
NG CONTRACTORS SCOPE OF WORK INCLUDES ALL MATERIALS, VALVES, FITTINGS, VENTS ETC.
FOR A COMPLETE AND OPERATIONS SYSTEM.
MBING FIXTURES SHALL BE APPROVED BY OWNER PRIOR PURCHASING AND INSTALLATION.
TEM SHALL BE FLUSHED AND TESTED BY THE CONTRACTOR IN ACCORDANCE WITH FBC PLUMBING
ION 312. ALL TESTS SHALL BE WITNESSED BY THE ENGINEER, UTILITY REPRESENTATIVE AND
NSPECTOR (UNLESS APPROVED OTHERWISE).

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SIGNATURE:

DATE:

SERGE MASHTAKOV
PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO 71480

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KEY WEST, FL 33040

PROJECT: SMATHERS BEACH
BATHROOM WEST

SITE: 1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

TITLE: PROPOSED PLUMBING PLAN

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
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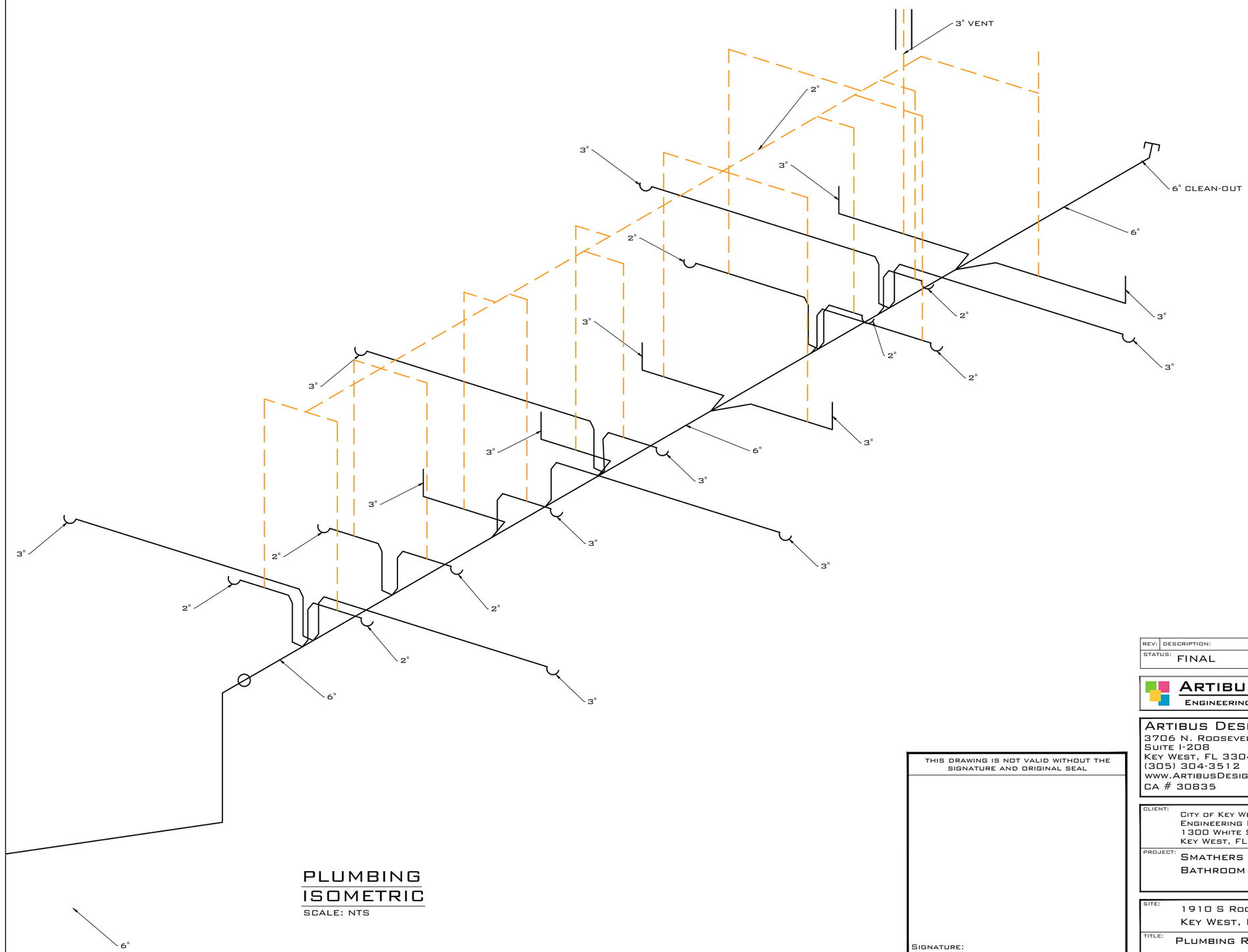
PROJECT NO:	DRAWING NO:	REVISION:
1902-05	P-101	1



PLUMBING ISOMETRIC

SCALE: NTS

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PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO 71480

CLIENT: CITY OF KEY WEST
ENGINEERING DEPARTMENT
1300 WHITE ST,
KEY WEST, FL 33040

PROJECT: SMATHERS BEACH BATHROOM WEST

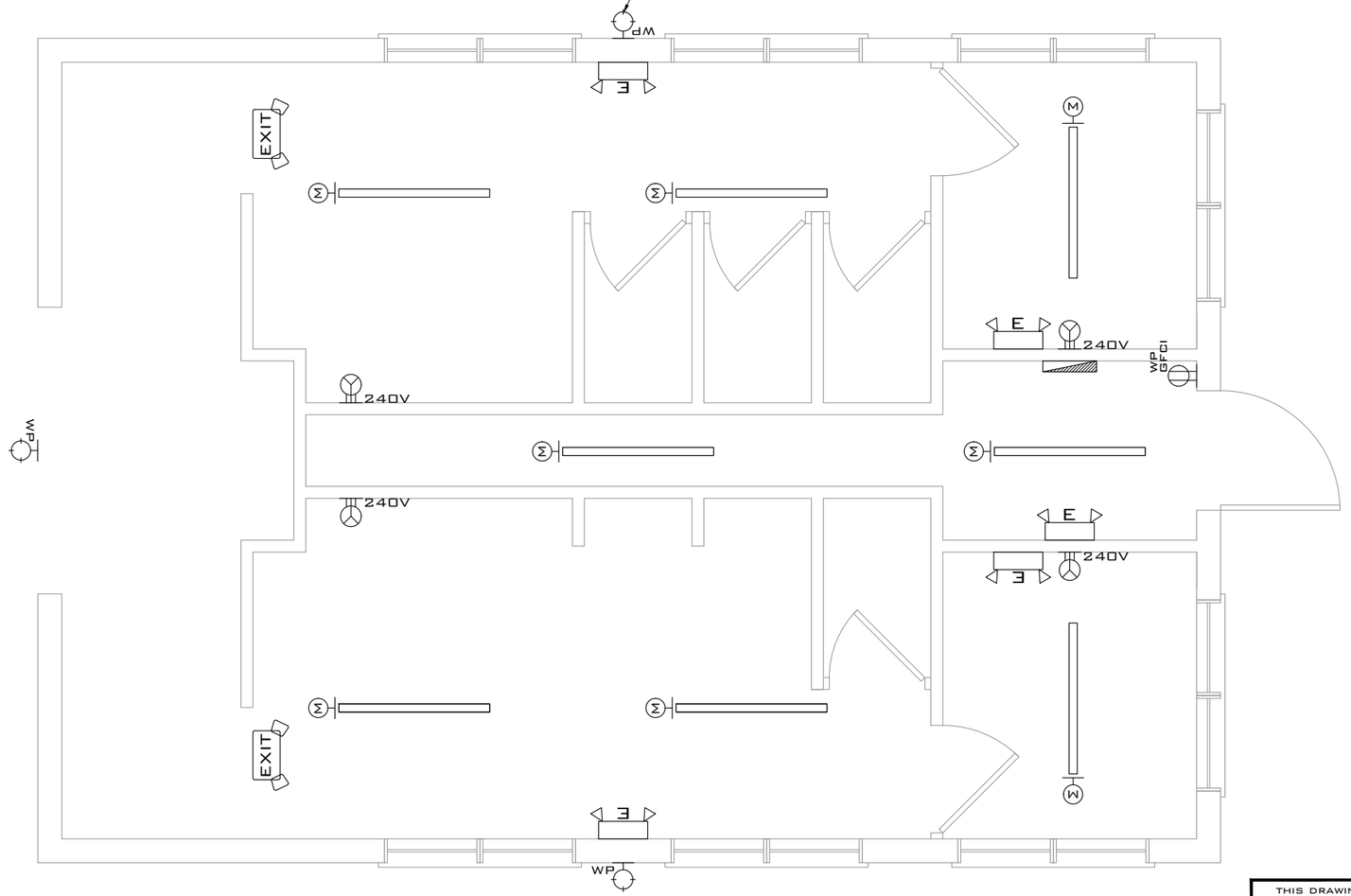
SITE: 1910 S ROOSEVELT BLVD, KEY WEST, FL 33040

TITLE: PLUMBING RISER

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM

PROJECT NO:	DRAWING NO:	REVISION:
1902-05	P-102	1

ALL EXTERIOR LIGHTS
ALUMINUM HOUSING LIGHT FIXTURE
RAB-LIGHTING WP1CH50W (OR APPROVED EQUAL)
EQUIPPED WITH TURTLE NESTING APPROVED LAMPS
RED, ORANGE OR AMBER LED WITH LIGHT WAVELENGTH OF 560 NM OR LONGER
THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A SPECIFIC FIXTURE
AND LIGHT BULB TO FWC FOR FORMAL APPROVAL PRIOR INSTALLATION



NOTE: ALL ELECTRICAL COMPONENTS SHALL BE
LOCATED 12" ABOVE BASE FLOOD ELEVATION
UNLESS APPROVED OTHERWISE

PROPOSED ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

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SIGNATURE:

DATE:

SERGE MASHTAKOV
PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO 71480

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CLIENT:
CITY OF KEY WEST
ENGINEERING DEPARTMENT
1300 WHITE ST,
KEY WEST, FL 33040

PROJECT:
SMATHERS BEACH
BATHROOM WEST

SITE:
1910 S ROOSEVELT BLVD,
KEY WEST, FL 33040

TITLE:
PROPOSED ELRCTRICALPLAN

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/08/19	MNS	SAM

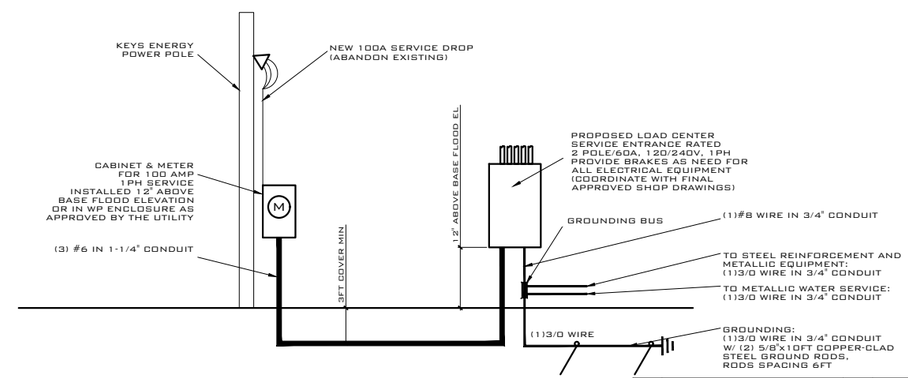
PROJECT NO:	DRAWING NO:	REVISION:
1902-05	E-101	1

ELECTRICAL SYMBOL LEGEND

PTACLE W/	P	PHOTOCELL		
PTACLE W/	A	RECESSED LIGHT FIXTURE, SUBSCRIPT FOR FIXTURE GROUP DESIGNATION		CEILING FAN
DUPLEX DING	A	CEILING MOUNT LIGHT FIXTURE, SUBSCRIPT FOR FIXTURE GROUP DESIGNATION		
LT CIRCUIT UTLET	A	WALL MOUNT LIGHT FIXTURE, SUBSCRIPT FOR FIXTURE GROUP DESIGNATION		CEILING FAN W/LIGHT
LT CIRCUIT UTLET W/	A WP	WALL MOUNT LIGHT FIXTURE WATERPROOFED, SUBSCRIPT FOR FIXTURE GROUP DESIGNATION		
X DING	E	EMERGENCY LIGHT FIXTURE, RECHARMNSBLE BATTERY TYPE		POWER PANEL, SWITCHBOARD
LET, ICATION		CEILING MOUNT EXIT SIGN	A	CEILING MOUNT FLUORESCENT LIGHT FIXTURE, SUBSCRIPT FOR FIXTURE GROUP DESIGNATION
UBSCRIPT SIGNATION		WALL MOUNT EXIT SIGN		
PT FOR ATION		TWO SIDE EXIT SIGN	A	WALL MOUNT FLUORESCENT LIGHT FIXTURE, SUBSCRIPT FOR FIXTURE GROUP DESIGNATION
PT FOR ATION		EXHAUST FAN		
PT FOR ATION		EXHAUST FAN W/ LIGHT	E	PULL BOX
RIPT FOR ATION		SERVICE RATED NON-FUSABLE DISCONNECT SWITCH		GROUND
PT FOR ATION	G	GENERATOR	I	IONIZATION SMOKE DETECTOR
OUNT		TV CABLE OUTLET	CO	CARBON MONOXIDE DETECTOR
MOUNT		TELEPHONE OUTLET		POWER COMPANY METER
		TELEPHONE/DATA OUTLET		UTILITY POLE
ER	WH	WATER HEATER		STAIR LIGHT W/ DUSK TO DAWN SENSOR

NOTES:

1. All work shall be per National Electric Code, FBC 6th edition (2017), local Power Company rules and any other applicable standards.
2. Drawings shown are diagrammatic in nature and will not show all fittings, bends and accessories required for the construction. Contractor shall be responsible for evaluating field conditions prior commencing the work.
3. Contractor shall verify and test grounding and insure it complies with latest NEC.
4. Electrical conduit shall be bedded in compacted clean pea-rock 6" all sides minimum.
5. All backfill material shall be compacted to 95% of standard Proctor test.
6. All electrical equipment shall be grounded per NEC.
7. All hardware and equipment shall be UL labeled and UV rated for exterior use.
8. Contractor shall not cut any structural members without prior approval by the Engineer.
9. Minimum wire sizes shall be #12 thhn/thwn unless otherwise is specified.
10. All conductors shall be copper run in galvanized metallic conduits unless otherwise is specified.
11. All pull and junction boxes shall be accessible at all times.
12. All conductors shall be ran without splices.
13. All fixtures shall be supported in accordance with manufacturer specifications and per NEC.
14. Smoke detectors shall be hardwired and have battery back-up. Interconnection of the detectors shall allow all to sound at once.
15. All Breakers shall be GFCI unless otherwise is permitted by the latest NEC.
16. All receptacles shall be Ground Fault Circuit Interrupted type (GFCI).
17. All outdoor receptacles shall be water and tamperproof GFCI type.
18. Branch circuits shall be properly balanced.
19. Electrical Contractor shall coordinate his work with other trades to eliminate conflicts and provide functional system.
20. Foundation reinforcement shall be bonded with grounding per NEC.
21. All electrical equipment shall be located above Base Flood Elevation.
22. Styles of all electrical fixtures, outlets, switches shall be reviewed and approved by the Owner prior any purchasing or installation.



ELECTRICAL RISER DIAGRAM
NTS

NOTE: ALL METAL OBJECTS IN AND AROUND BUILDING AND DECK AREA SHALL BE BONDED WITH MINIMUM #8 SOLID COOPER CONDUCTOR USING BRASS OR COPPER BONDING CLAMPS AND COMPLY WITH ARTICLE 680 OF N.E.C.

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Signature:

Date:

Serge Mashtakov
Professional Engineer
State of Florida
License No 71480

REV:	DESCRIPTION:	BY:	DATE:
STATUS:	FINAL		

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Engineering Department
1300 White St,
Key West, FL 33040

PROJECT: Smathers Beach
Bathroom West

SITE: 1910 S Roosevelt Blvd,
Key West, FL 33040

TITLE: Electrical Symbol
Legend

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
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PROJECT NO:	DRAWING NO:		REVISION:
1902-05	E-102		1

PART 6

GEOTECHNICAL REPORT / FLOOD ZONE CALCULATIONS / V – ZONE CERTIFICATION

REPORT OF
GEOTECHNICAL EXPLORATION

SMATHERS BEACH RESTROOM BUILDING
KEY WEST, FLORIDA

FOR

ARTIBUS DESIGN
3706 N. ROOSEVELT BOULEVARD, SUITE I-208
KEY WEST, FLORIDA 33040

PREPARED BY

NUTTING ENGINEERS OF FLORIDA, INC.
2051 NW 112TH AVE, SUITE 126
MIAMI, FLORIDA 33172

PROJECT No. 2358.1

FEBRUARY 2019 (REVISED)

Nutting Engineers
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Your Project is Our Commitment

Geotechnical & Construction Materials
Engineering, Testing, & Inspection
Environmental Services

Offices throughout the state of Florida

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February 27, 2019 (Revised from February 12, 2019)

Mr. Serge Mashtakov
Artibus Design
3706 N. Roosevelt Boulevard, Suite I-208
Key West, Florida 33040
Phone: (305) 304-3512
Email: serge@artibusdesign.com

Subject: Report of Geotechnical Exploration
Smathers Beach Restroom Building
Key West, Florida
Project No. 2358.1

Dear Mr. Mashtakov:

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

PROJECT INFORMATION

Per our conversation on August 28, 2018 and review of the aerial photographs provided, we understand that plans for this project include the demolition of the existing restroom building and constructing a replacement restroom building at the referenced site. After discussions with you we understand the site is in an erosion zone which will require that the building be supported using a deep foundation system. Details concerning scour and structural loading conditions were not available at the time of this report however; we understand that a maximum compressive load of 25 tons should be suitable for the support of the building. Lateral and tension loads have not been determined. We were asked to provide recommendations for both 16-inch and 24-inch augercast piles for support of the building. We should be informed when the structural loading conditions are more finalized so that we can provide specific foundation recommendations.

We estimate that the existing ground surface will be the final ground surface elevation; however, the final construction elevation shall be determined by a professional architect, civil engineer, or other qualified party.

1310 Neptune Drive • Boynton Beach, Florida 33426 • (561) 736-4900 • Fax (561) 737-9975
Broward (954) 941-8700 • Port St. Lucie (772) 408-1050 • Miami Dade (305) 624-0060

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

GENERAL SUBSURFACE CONDITIONS

Subsurface Soil Exploration

The exploration of subsurface conditions included site observation, review of available data such as the Soil Survey of Monroe County and one (1) Standard Penetration Test boring (ASTM D-1586). The Standard Penetration Test boring was performed to a depth of 30 feet below the existing ground surface.The individual test boring reportis presented in the Appendix of this report. The boringwas established using approximate methods, namely a measuring wheel and available surface controls.

Soil Survey Maps

A review of the Soil Survey for Monroe County indicates that at the time the survey was conducted, the soils at the site were described as Urban land and Beaches.This map unit is in areas where shopping centers, parking lots, streets, sidewalks, airports, large buildings, houses, and other structures cover more than 85 percent of the surface. The natural soil cannot be observed. The soils in open areas, mostly lawns, vacant lots, playgrounds, and parks are mainly Udorthents. We note that the maximum depth of the survey is approximately 6 feet.

Test Boring Results

In general, the test boring recorded a layer of medium to coarse sand and trace limestone fragments to a depth of approximately six feet below ground surface. Beneath this, the boring encountered soft to hard limestone to a depth of thirty feet, the maximum depth explored. A detailed description of the soil profile is presented in the test boring records provided in the Appendix.

Note: Substantially different subsurface conditions may exist at intervening locations. Buried debris may or may not be identified or adequately delineated by soil borings. Such conditions may be revealed during site development activities (e.g. proof rolling, utility and foundation excavation activities) or other related activities. Should additional assurance be desired by the client, further subsurface investigation could be performed.

Groundwater Information

The immediate groundwater level was measured at the boring location at the time of drilling. The groundwater level was encountered at approximately two feet below the existing ground surface at the time of drilling.

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

ANALYSIS AND RECOMMENDATIONS

The test boring performed for this project revealed medium to coarse sand and soft to medium hard limestone. Due to the project being located within an erosion zone a deep foundation option for the proposed restroom has been requested. We were requested to provide an analysis using both 16 and 24-inch diameter augercast piles. Once plans are more finalized for the proposed construction, we should review the plans to determine whether additional details or changes to our recommendations are warranted.

Augercast Piles: Augercast piles can support large structural loads, have a relatively quick installation time, and are in our opinion the most economical and technically feasible deep foundation system. Based on our discussions with the project architect, maximum compressive loads should be 25 tons or less.

The results of our analysis indicate that compressive pile capacities on the order of 25 tons may be supported on 16-inch diameter or on 24-inch diameter augercast piles installed to tip depths of approximately fifteen to tenfeet, respectively, below the existing ground surface. The actual depths should be expected to vary depending on the drilling conditions encountered during installation of these piles. The depths of the pile tips as recommended in this report are based on the ground surface elevations as they existed at the time the test borings were performed. We should be informed once the erosion profile is available to provide a more comprehensive analysis.

The piling contractor shall submit the proposed pile design to Nutting Engineers of Florida, Inc. for their review and comment prior to proceeding with pile installation.

AUGERCAST PILE CAPACITY TABLE

Pile Diameter (Inches)	Depth Below Exist. Ground (Ft)	All. Compr. Capacity (Tons)	Minimum Grout Strength (psi) ($0.3\ f'_c$)
16	15	25	4,000
24	10	25	4,000

Pile Observations

It is important that the installation of all piles be under the full time observation of a representative of Nutting Engineers to verify the piles will meet the engineering intent.

Pile Reinforcement

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

We recommend that a structural engineer be retained to determine the spacing and locations of the pile foundation system. Discussions should be initiated between the owners, structural engineer, contractor, and Nutting Engineers to provide detailed specifications for the foundation installation work.

GENERAL INFORMATION

Our client for this geotechnical evaluation was:

Mr. Serge Mashtakov
Artibus Design
3706 N. Roosevelt Boulevard, Suite I-208
Key West, Florida 33040

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

This report discusses geotechnical considerations for this site based upon observed conditions and our understanding of proposed construction for foundation support. Environmental issues including (but not limited to), soil and/or groundwater contamination are beyond our scope of service for this project.

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

Excavations of five feet or more in depth should be sloped or shored in accordance with OSHA and State of Florida requirements.

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

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

Sincerely,

NUTTING ENGINEERS OF FLORIDA, INC.

Adrian Ramirez
Engineering Intern

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

Attachments: Boring Location Plan
Test Boring Reports
Soil Classification Criteria
Limitations of Liability

NUTTING ENGINEERS OF FLORIDA, INC.
ESTABLISHED 1967

SMATHERS BEACH RESTROOM BUILDING
KEY WEST, FLORIDA

APPROXIMATE TEST LOCATION

NOT TO SCALE

FIGURE 1

Nutting Engineer of Florida, Inc.
1310 Neptune Drive
Boynton Beach, FL 33426
Telephone: 561.736.4900
Fax: 561.737.9975

BORING NUMBER B-1

PROJECT NUMBER 2358.1

CLIENT Artibus Design

PROJECT NAME Smarther's Beach Restroom Building

PROJECT LOCATION Key West, FL

DATE STARTED 1/31/19 **COMPLETED** 1/31/19

SURFACE ELEVATION REFERENCE Same as road crown

DRILLING METHOD Standard Penetration Boring

GROUND WATER LEVELS:

LOGGED BY Dancor **CHECKED BY** S. Mrachek

∇ AT TIME OF DRILLING 2.3 ft

APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ (10 20 30 40) / PL MC LL (20 40 60 80) / ☐ FINES CONTENT (%) ☐ (20 40 60 80)
0		Tan medium to coarse SAND, trace limestone fragments ∇	AU 1			
			AU 2			
5			AU 3			
		Lt. gray LIMESTONE	SS 4	30-29-46-50/4"	100+	>>
10			SS 5	17-26-32-31	58	>>
15			SS 6	18-19-17-18	36	
20			SS 7	8-5-5-7	10	
25			SS 8	8-5-7-5	12	
30			SS 9	9-8-9-8	17	
		Bottom of hole at 30.0 feet.				

TEST NUTTING BOREHOLE 2-2358.1 ARTIBUS DESIGN - SMATHER'S BEACH RESTROOM BUILDING.GPJ GINT US.GDT 2/11/19

SOIL AND ROCK CLASSIFICATION CRITERIA

SAND/SILT

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

CLAY/SILTY CLAY

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

ROCK

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

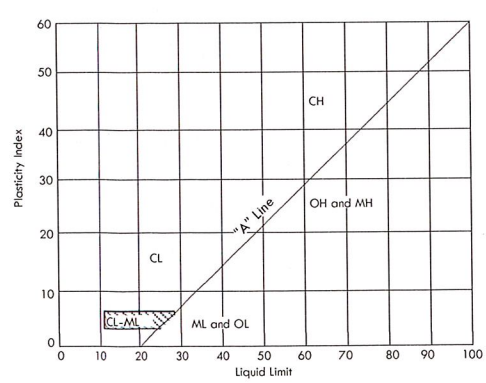
PARTICLE SIZE

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

DESCRIPTION MODIFIERS

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

Major Divisions			Group Symbols	Typical names	Laboratory classification criteria		
Coarse-grained soils (More than half of material is *larger* than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gavels, gravel-sand mixtures, little or no fines	Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than five percent.....GW, GP, SW, SP; More than 12 percent.....GM, GC, SM, SC; 5 to 12 percent.....Borderline cases requiring dual systems**	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_z = \frac{(D_{30})^2}{D_{10} x D_{60}}$ *between* 1 and 3	
			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines		Not meeting all gradation requirements for GW	
		Gravels with fines (Appreciable amount of fines)	GW* d / u	Silty gravels, gravel-sand-silt mixtures		Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are *borderline* cases requiring use of dual symbols.
			GC	Clayey gravels, gravel-sand-clay mixtures		Atterberg limits above "A" line with P.I. greater than 7	
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines		$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_z = \frac{(D_{30})^2}{D_{10} x D_{60}}$ *between* 1 and 3	
			SP	Poorly graded sands, gravelly sands, little or no fines		Not meeting all gradation requirements for SW	
		Sands with fines (Appreciable amount of fines)	SM* d / u	Silty sands, sand-silt mixtures		Atterberg limits below "A" line or P.I. less than 4	Limits plotting in hatched zone with P.I. between 4 and 7 are *borderline* cases requiring use of dual system.
			SC	Clayey sands, sand-clay mixtures		Atterberg limits above "A" line with P.I. more than 7	
Fine-grained soils (More than half of material is *smaller* than No. 200 sieve size)	Silts and clays (Liquid limit less than 50)		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity			
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy, clays, silty clays, lean clays			
			OL	Organic silts and organic silty clays of low plasticity			
	Silts and clays (Liquid limit greater than 50)		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts			
			CH	Inorganic clays or high plasticity, fat clays			
			OH	Organic clays of medium to high plasticity, organic silts			
	Highly organic soils		PT	Peat and other highly organic soils			



Plasticity Chart

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LIMITATIONS OF LIABLILITY

WARRANTY

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

SUBSURFACE EXPLORATION

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

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

LABORATORY AND FIELD TESTS

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

ANALYSIS AND RECOMMENDATIONS

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

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

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

CONSTRUCTION OBSERVATION

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

ARTIBUS DESIGN
ENGINEERING AND PLANNING

Smathers Beach Bathrooms West
V-ZONE FLOOD LOAD CALCULATIONS

Property Address:
1910 S Roosevelt Blvd,
Key Wet, FL 33040

City of Key West
Purchase Order: 088493
Dated 12-20-2018

AD Job#: 1902-05

Artibus Design
April 2019

Flood Resistant components are design
ed in accordance with ASCE 24-14.
Flood Design Class 2.

SERGE MASHTAKOV
LICENSE
No. 71480
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Serge Mashtakov, PE, FL License No. 71480

APR 0 8 2019

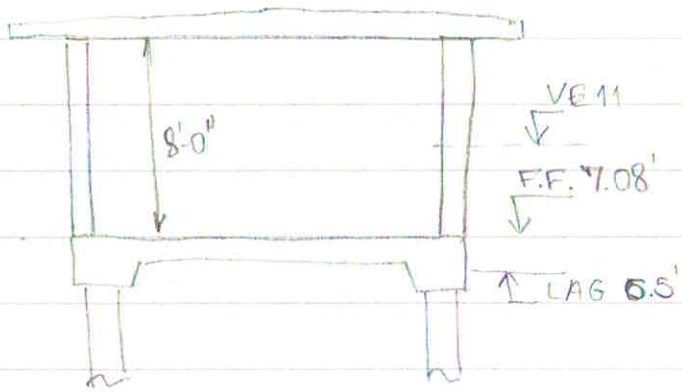
Date

3706 N. ROOSEVELT BLVD,
SUITE I-208
KEY WEST, FL 33040

(305) 304-3512
INFO@ARTIBUSDESIGN.COM
WWW.ARTIBUSDESIGN.COM

City of Key West
Smathers Beach Bathrooms (West)

FLOOD ZONE VE11



1) Hydrodynamic Load

$V = d_s/t$; $d_s = D.F.E. - LAG$

$D.F.E. = B.F.E. + 1.0' = 12'$

$t = 1\,s$; $d_s = 12' - 6.5' = 5.5'$

$V = 55\ ft/s$

SURCHARGE DEPTH $d_h = \frac{a \cdot V^2}{2 \cdot g} = \frac{1.25 \cdot 5.5^2}{2g} = 0.59\ ft$

HYDRODYNAMIC PRESSURE

$P_{hydr} = \gamma \cdot d_h = 64 * 0.6' = 38.4\ PSF$

$H = BFE - LAG + d_h = 11.0' - 6.5' + 0.6' = 5.1\ ft$

THE EQUIVALENT HYDROSTATIC LOAD:

$F_h = P_{hydr} \cdot H \cdot w = 38.4 \cdot 5.1 \cdot 1 = 195.84\ lbs/ft$

2) BREAKING WAVE LOAD ON WALL

$P_{MAX} = C_p \cdot \gamma \cdot d_s + 1.2\,\gamma_w \cdot d_s$

$F_t = 1.1 \cdot C_p \cdot \gamma_w \cdot d_s^2 + 1.9\,\gamma_w \cdot d_s^2 =$

$= 1.1 \cdot 2.8 \cdot 64 \cdot 5.5^2 + 1.9 * 64 \cdot 5.5^2 = 9{,}641\ lbs/ft$

(CONTROLS)

APPLIED @ STILL WATER DEPTH

3) DEBRIS IMPACT LOAD

PER (C5-3) ASCE/SEI 7-10, 1,000 lbs object

$$F_i = \frac{\pi \cdot W \cdot V_B \cdot C_1 \cdot C_0 \cdot C_D \cdot C_B \cdot R_{MAX}}{2 \cdot g \cdot \Delta t} =$$

$$= \frac{3.14 \cdot 1{,}000 \cdot 5.5 \cdot 1.0 \cdot 0.8 \cdot 1.0 \cdot 1.0 \cdot 0.8}{2 \cdot 32.2 \cdot 0.03} = 5{,}720 \text{ lbs}$$

FORCE DISTRIBUTED OVER 10 FT SECTION OF WALL => 572 lbs/ft

TOTAL FLOOD LOAD $F_a = 9{,}641 + 572 = 10{,}213 \frac{\text{lbs}}{\text{ft}}$

@ STILL WATER DEPTH

WIND LOAD LRFD METHOD 180 MPH, RISC CATEGORY II (SEE REPORT)

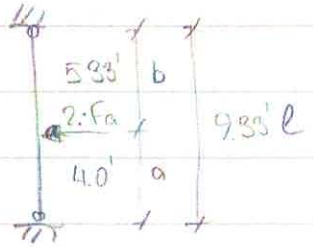
p = 94.46 PSF APPLIED ABOVE STILL WATER DEPTH

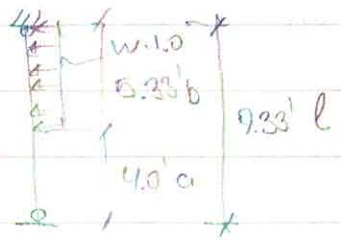
LOAD COMBINATIONS (4,6) ASCE 7-10 (2.3.3)

(4) 1.2D + 1.0W + 2.0 Fa

(6) 0.9D + 1.0W + 2.0 Fa

FLOOD LOAD





$$M_{MAX,\,FLOOD} = \frac{2 \cdot F_a \cdot a \cdot b^2}{\ell^2} = \frac{2 \cdot 10{,}213 \cdot 4 \cdot 5.33^2}{9.33^2} = \underline{26{,}664} \ \frac{ft\text{-}lbs}{ft}$$

$$M_{MAX,\,WIND} = R_1 \cdot \left(\frac{R_1}{2w}\right) = 361^2/2 \cdot 95 = \underline{686} \ \frac{ft\text{-}lbs}{ft}$$

$$R_1 = \frac{w \cdot b}{2\ell}(2a+b) = \frac{95 \cdot 5.33}{2 \cdot 9.33} \cdot (2 \cdot 4 + 5.33) = 361 \ lbs/ft$$

TOTAL FACTORED MOMENT: $M_u = 27{,}350 \ \frac{ft\text{-}lbs}{ft}$

CHECK #6 REBAR @ 8" O.C. IN 8" WALL

$$A_s = \frac{0.44 \cdot 12''}{8''} = 0.66 \ in^2$$

$$a = \frac{A_s \cdot f_y}{0.85 \cdot f_c' \cdot b} = \frac{0.66 \cdot 100}{0.85 \cdot 4 \cdot 12} = 1.62 \ in$$

$$d = 8'' - 1'' - \tfrac{6}{8}''/2 = 6.625 \ in$$

$$\phi M_n = \phi A_s \cdot f_y \left(d - \frac{a}{2}\right)/12 = 0.9 \cdot 0.66 \cdot 100{,}000 \cdot \left(6.625 - \frac{1.62}{2}\right)/12 =$$

$$= 28{,}784 \ \frac{ft\text{-}lbs}{ft} \qquad \boxed{PASS}$$

MecaWind v2316

Software Developer: Meca Enterprises Inc., www.meca.biz, Copyright © 2018

Calculations Prepared by:
Date: Mar 01, 2019

File Location:
D:\Artibus Works\City of Key West RFQ\1803 Smathers Bathrooms\Structurals\
Wind Loads LRFD on wall above flood.wnd

Basic Wind Parameters

Wind Load Standard	= ASCE 7-10	Exposure Category	= D
Wind Design Speed	= 180.0 mph	Risk Category	= II
Structure Type	= Building	Building Type	= Partially Enclosed

General Wind Settings

=	ASCE 7-10 Wind Parameters	=
Incl_LF	= Include ASD Load Factor of 0.6 in Pressures	= False
DynType	= Dynamic Type of Structure	= Rigid
NF	= Natural Frequency of Structure (Mode 1)	= 1.000 Hz
NF	= Natural Frequency of Structure	= 1.000 Hz
Zg	= Altitude (Ground Elevation) above Sea Level	= 0.000 ft
Bdist	= Base Elevation of Structure	= 0.000 ft
GenElev	= Specify the Elevations For Wind Pressures	= Mean Roof Ht
SDB	= Simple Diaphragm Building	= True
MWFRS	= Analysis Procedure being used for MWFRS	= Ch 27 Pt 1
zi	= Level of highest opening in building or zero to use h	= 0.0 ft
C&C	= Analysis Procedure being used for C&C	= Ch 30 Pt 4
MWFRSType	= MWFRS Method Selected	= Ch 27 Pt 1

Topographic Factor per Fig 26.8-1

Topo	= Topographic Feature	= None
Kzt	= Topographic Factor	= 1.000

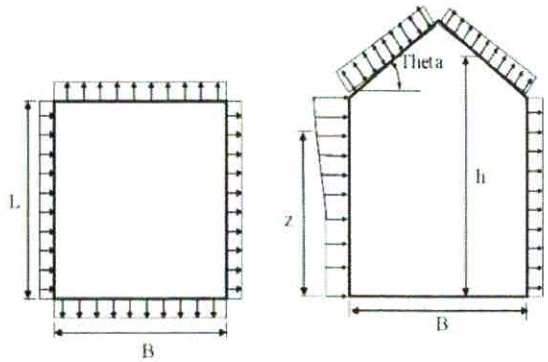
Building Inputs

RoofType:	Building Roof Type	= Gabled		: Gabled	=
W	: Width Perp to Ridge	= 23.000 ft	L	: Length Along Ridge	= 33.000 ft
EHt	: Eave Height	= 10.000 ft	RE	: Roof Entry Method	= Slope
Slope	: Slope of Roof	= 0.44 :12	OH	: Specify Roof to Wall intersections and Overhangs	= Overhang
Parapet	: Type of Parapet	= None	O_Ht	: Override Mean Height (0 for default)	= 30.000 ft
Theta	: Roof Slope	= 2.1 Deg	Par	: Is there a Parapet	= False
OH_ALL	: Overhang	= 2.000 ft	OH_ALL	: Overhang	= 2.000 ft
OH_ALL	: Overhang	= 2.000 ft			

Exposure Constants per Table 26.9-1:

Alpha:	Const from Table 26.9-1= 11.500	Zg:	Const from Table 26.9-1= 700.000 ft
At:	Const from Table 26.9-1= 0.087	Bt:	Const from Table 26.9-1= 1.070
Am:	Const from Table 26.9-1= 0.111	Bm:	Const from Table 26.9-1= 0.800
C:	Const from Table 26.9-1= 0.150	Eps:	Const from Table 26.9-1= 0.125

Main Wind Force Resisting System (MWFRS) Calculations per Ch 27 Part 1:



h	= Mean Roof Height manually specified by User	= 30.000 ft
Zh	= Mean Roof Height for Kh: h + Base_Dist	= 30.000 ft
Kh	= Since 15 ft [4.572 m] < Zh < Zg --> 2.01 * (Zh/zg)^(2/Alpha)	= 1.162
Kzt	= Topographic Factor is 1 since no Topographic feature specified	= 1.000
Kd	= Wind Directionality Factor per Table 26.6-1	= 0.85
GCPi	= Ref Table 26.11-1 for Partially Enclosed Building	= +/-0.55
RA	= Roof Area	= 999.67 sq ft
LF	= Load Factor based upon STRENGTH Design	= 1.00
qh	= (0.00256 * Kh * Kzt * Kd * V^2) * LF	= 81.94 psf
qin	= For Negative Internal Pressure of Partially Encl Bldg use qh*LF	= 81.94 psf
qip	= For Positive Internal Pressure no zi entered so use qh*LF	= 81.94 psf

Gust Factor Calculation:

```
Gust Factor Category I Rigid Structures - Simplified Method
G1        = For Rigid Structures (Nat. Freq.>1 Hz) use 0.85                = 0.85
Gust Factor Category II Rigid Structures - Complete Analysis
Zm        = 0.6 * Ht                                                       = 18.000 ft
Izm       = Cc * (33 / Zm) ^ 0.167                                         = 0.166
Lzm       = L * (Zm / 33) ^ Epsilon                                        = 602.571
Q         = (1 / (1 + 0.63 * ((B + Ht) / Lzm)^0.63))^0.5                   = 0.938
G2        = 0.925*((1+1.7*Izm*3.4*Q)/(1+1.7*3.4*Izm))                      = 0.897
Gust Factor Used in Analysis
G         = Lessor Of G1 Or G2                                             = 0.850
```

MWFRS Wind Normal to Ridge (Ref Fig 27.4-1)

```
h         = Mean Roof Height Of Building                                   = 30.000 ft
RHt       = Ridge Height Of Roof                                           = 10.422 ft
B         = Horizontal Dimension Of Building Normal To Wind Direction      = 33.000 ft
L         = Horizontal Dimension Of building Parallel To Wind Direction    = 23.000 ft
L/B       = Ratio Of L/B used For Cp determination                         = 0.697
h/L       = Ratio Of h/L used For Cp determination                         = 1.304
Slope     = Slope of Roof                                                  = 2.1 Deg
OH_Top    = **Overhang Top  Coeff (0 to h/2) (0.000 ft to 15.000 ft)       = -0.18, -1.04
OH_Top    = **Overhang Top  Coeff (0 to h/2) (0.000 ft to 15.000 ft)       = -0.18, -1.04
OH_Top    = **Overhang Top  Coeff (0 to h/2) (0.000 ft to 15.000 ft)       = -0.18, -1.04
OH_Top_1  = Overhang Top  Coeff (h/2 to h) (15.000 ft to 30.000 ft)        = -0.18, -0.7
OH_Top_2  = Overhang Top  Coeff (h/2 to h) (15.000 ft to 30.000 ft)        = -0.18, -0.7
OH_Top_3  = Overhang Top  Coeff (h/2 to h) (15.000 ft to 30.000 ft)        = -0.18, -0.7
Roof      = **Roof  Coeff (0 to h/2) (0.000 ft to 15.000 ft)               = -0.18, -1.04
Roof_1    = Roof  Coeff (h/2 to h) (15.000 ft to 30.000 ft)                = -0.18, -0.7
**Includes Reduction Factor 0.8 For roof area, applied To Cp=-1.3 For h/L>=1 & (0 To h/2)

Cp_WW     = Windward Wall Coefficient (All L/B Values)                     = 0.80
Cp_LW     = Leward Wall Coefficient Using L/B                              = -0.50
Cp_SW     = Side Wall Coefficient (All L/B values)                         = -0.70
GCpn_WW   = Parapet Combined Net Pressure Coefficient (Windward Parapet)   = 1.50
GCpn_LW   = Parapet Combined Net Pressure Coefficient (Leeward Parapet)    = -1.00
```

Wall Wind Pressures based On Positive Internal Pressure (+GCPi) - Normal to Ridge
All wind pressures include a load factor of 1.0

Elev ft	Kz	Kzt	qz psf	GCPi psf	Windward Press psf	Leeward Press psf	Side Press psf	Total Press psf	Minimum Pressure* psf
10.00	1.030	1.000	72.63	0.55	4.32	-79.89	-93.82	84.21	16.00

Wall Wind Pressures based on Negative Internal Pressure (-GCPi) - Normal to Ridge
All wind pressures include a load factor of 1.0

Elev ft	Kz	Kzt	qz psf	GCPi psf	Windward Press psf	Leeward Press psf	Side Press psf	Total Press psf	Minimum Pressure* psf
10.00	1.030	1.000	72.63	-0.55	94.46	10.24	-3.69	84.21	16.00

```
Notes Wall Pressures:
Kz        = Velocity Press Exp Coeff        Kzt      = Topographical Factor
qz        = 0.00256*Kz*Kzt*Kd*V^2           GCPi     = Internal Press Coefficient
Side      = qh * G * Cp_SW - qip * +GCPi    Windward = qz * G * Cp_WW - qip * +GCPi
Leeward   = qh * G * Cp_LW - qip * +GCPi    Total    = Windward Press - Leeward Press
* Minimum Pressure: Para 27.4.7 no less than 16.00 psf (Incl LF) applied to Walls
+ Pressures Acting TOWARD Surface           - Pressures Acting AWAY from Surface
```

Roof Wind Pressures for Positive & Negative Internal Pressure (+/- GCPi) - Normal to Ridge
All wind pressures include a load factor of 1.0

Roof Var	Start Dist ft	End Dist ft	Cp_min	Cp_max	GCPi	Pressure Pn_min* psf	Pressure Pp_min* psf	Pressure Pn_max psf	Pressure Pp_max psf
OH_Top (+X+Y)	0.000	15.000	-0.180	-1.040	0.000	-12.54	-12.54	-72.44	-72.44
OH_Top (+X-Y)	0.000	15.000	-0.180	-1.040	0.000	-12.54	-12.54	-72.44	-72.44
OH_Top (-X+Y)	0.000	15.000	-0.180	-1.040	0.000	-12.54	-12.54	-72.44	-72.44
OH_Top (-X-Y)	0.000	15.000	-0.180	-1.040	0.000	-12.54	-12.54	-72.44	-72.44
OH_Top (-Y)	0.000	15.000	-0.180	-1.040	0.000	-12.54	-12.54	-72.44	-72.44
OH_Top_1 (+X+Y)	15.000	30.000	-0.180	-0.700	0.000	-12.54	-12.54	-48.75	-48.75
OH_Top_2 (-X+Y)	15.000	30.000	-0.180	-0.700	0.000	-12.54	-12.54	-48.75	-48.75
OH_Top_3 (+Y)	15.000	30.000	-0.180	-0.700	0.000	-12.54	-12.54	-48.75	-48.75
Roof (+Y)	0.000	15.000	-0.180	-1.040	0.550	32.53	-57.60	-27.37	-117.50
Roof_1 (+Y)	15.000	30.000	-0.180	-0.700	0.550	32.53	-57.60	-3.69	-93.82

```
Notes Roof Pressures:
Start Dist = Start Dist from Windward Edge  End Dist = End Dist from Windward Edge
```

```
Cp_Max      = Largest Coefficient Magnitude  Cp_Min    = Smallest Coefficient Magnitude
Pp_max      = qh*G*Cp_max - qip*(+GCPi)      Pn_max    = qh*G*Cp_max - qin*(-GCPi)
Pp_min*     = qh*G*Cp_min - qip*(+GCPi)      Pn_min*   = qh*G*Cp_min - qin*(-GCPi)
OH = Overhang   X = Dir along Ridge   Y = Dir Perpendcular to Ridge  Z = Vertical
* The smaller uplift pressures due to Cp_Min can become critical when wind is combined
  with roof live load or snow load;  load combinations are given in ASCE 7
+ Pressures Acting TOWARD Surface          - Pressures Acting AWAY from Surface
```

MWFRS Wind Parallel to Ridge (Ref Fig 27.4-1)

```
h         = Mean Roof Height Of Building                                    = 30.000 ft
RHt       = Ridge Height Of Roof                                            = 10.422 ft
B         = Horizontal Dimension Of Building Normal To Wind Direction       = 23.000 ft
L         = Horizontal Dimension Of building Parallel To Wind Direction     = 33.000 ft
L/B       = Ratio Of L/B used For Cp determination                          = 1.435
h/L       = Ratio Of h/L used For Cp determination                          = 0.909
Slope     = Slope of Roof                                                   = 2.1 Deg
OH_Top    = **Overhang Top  Coeff (0 to h/2) (0.000 ft to 15.000 ft)        = -0.18, -1.015
OH_Top    = **Overhang Top  Coeff (0 to h/2) (0.000 ft to 15.000 ft)        = -0.18, -1.015
OH_Top_1  = Overhang Top  Coeff (h/2 to h) (15.000 ft to 30.000 ft)         = -0.18, -0.736
OH_Top_2  = Overhang Top  Coeff (h/2 to h) (15.000 ft to 30.000 ft)         = -0.18, -0.736
OH_Top_3  = Overhang Top  Coeff (h to 2h) (30.000 ft to 60.000 ft)          = -0.18, -0.664
OH_Top_4  = Overhang Top  Coeff (h to 2h) (30.000 ft to 60.000 ft)          = -0.18, -0.664
OH_Top_5  = Overhang Top  Coeff (h to 2h) (30.000 ft to 60.000 ft)          = -0.18, -0.664
OH_Top_6  = Overhang Top  Coeff (h to 2h) (30.000 ft to 60.000 ft)          = -0.18, -0.664
Roof      = **Roof  Coeff (0 to h/2) (0.000 ft to 15.000 ft)                = -0.18, -1.015
Roof_1    = Roof  Coeff (h/2 to h) (15.000 ft to 30.000 ft)                 = -0.18, -0.736
Roof_2    = Roof  Coeff (h to 2h) (30.000 ft to 60.000 ft)                  = -0.18, -0.664
**Includes Reduction Factor 0.8 For roof area, applied To Cp=-1.3 For h/L>=1 & (0 To h/2)

Cp_WW     = Windward Wall Coefficient (All L/B Values)                      = 0.80
Cp_LW     = Leward Wall Coefficient Using L/B                               = -0.41
Cp_SW     = Side Wall Coefficient (All L/B values)                          = -0.70
GCpn_WW   = Parapet Combined Net Pressure Coefficient (Windward Parapet)    = 1.50
GCpn_LW   = Parapet Combined Net Pressure Coefficient (Leeward Parapet)     = -1.00
```

Wall Wind Pressures based On Positive Internal Pressure (+GCPi) - Parallel to Ridge
All wind pressures include a load factor of 1.0

Elev ft	Kz	Kzt	qz psf	GCPi psf	Windward Press psf	Leeward Press psf	Side Press psf	Total Press psf	Minimum Pressure* psf
10.42	1.030	1.000	72.63	0.55	4.32	-73.83	-93.82	78.16	16.00
10.00	1.030	1.000	72.63	0.55	4.32	-73.83	-93.82	78.16	16.00

Wall Wind Pressures based on Negative Internal Pressure (-GCPi) - Parallel to Ridge
All wind pressures include a load factor of 1.0

Elev ft	Kz	Kzt	qz psf	GCPi psf	Windward Press psf	Leeward Press psf	Side Press psf	Total Press psf	Minimum Pressure* psf
10.42	1.030	1.000	72.63	-0.55	94.46	16.30	-3.69	78.16	16.00
10.00	1.030	1.000	72.63	-0.55	94.46	16.30	-3.69	78.16	16.00

```
Notes Wall Pressures:
Kz       = Velocity Press Exp Coeff        Kzt      = Topographical Factor
qz       = 0.00256*Kz*Kzt*Kd*V^2           GCPi     = Internal Press Coefficient
Side     = qh * G * Cp_SW - qip * +GCPi    Windward = qz * G * Cp_WW - qip * +GCPi
Leeward  = qh * G * Cp_LW - qip * +GCPi    Total    = Windward Press - Leeward Press
* Minimum Pressure: Para 27.4.7 no less than 16.00 psf (Incl LF) applied to Walls
+ Pressures Acting TOWARD Surface          - Pressures Acting AWAY from Surface
```

Roof Wind Pressures for Positive & Negative Internal Pressure (+/- GCPi) - Parallel to Ridge
All wind pressures include a load factor of 1.0

Roof Var	Start Dist ft	End Dist ft	Cp_min	Cp_max	GCPi	Pressure Pn_min* psf	Pressure Pp_min* psf	Pressure Pn_max psf	Pressure Pp_max psf
OH_Top (-X+Y)	0.000	15.000	-0.180	-1.015	0.000	-12.54	-12.54	-70.66	-70.66
OH_Top (-X-Y)	0.000	15.000	-0.180	-1.015	0.000	-12.54	-12.54	-70.66	-70.66
OH_Top (-Y)	0.000	15.000	-0.180	-1.015	0.000	-12.54	-12.54	-70.66	-70.66
OH_Top (+Y)	0.000	15.000	-0.180	-1.015	0.000	-12.54	-12.54	-70.66	-70.66
OH_Top_1 (-Y)	15.000	30.000	-0.180	-0.736	0.000	-12.54	-12.54	-51.29	-51.29
OH_Top_2 (+Y)	15.000	30.000	-0.180	-0.736	0.000	-12.54	-12.54	-51.29	-51.29
OH_Top_3 (+X+Y)	30.000	60.000	-0.180	-0.664	0.000	-12.54	-12.54	-46.22	-46.22
OH_Top_4 (+X-Y)	30.000	60.000	-0.180	-0.664	0.000	-12.54	-12.54	-46.22	-46.22
OH_Top_5 (-Y)	30.000	60.000	-0.180	-0.664	0.000	-12.54	-12.54	-46.22	-46.22
OH_Top_6 (+Y)	30.000	60.000	-0.180	-0.664	0.000	-12.54	-12.54	-46.22	-46.22
Roof (+Y)	0.000	15.000	-0.180	-1.015	0.550	32.53	-57.60	-25.60	-115.73
Roof_1 (+Y)	15.000	30.000	-0.180	-0.736	0.550	32.53	-57.60	-6.22	-96.35

Roof_2 (+Y)	30.000	60.000	-0.180	-0.664	0.550	32.53	-57.60	-1.15	-91.29

Notes Roof Pressures:
Start Dist = Start Dist from Windward Edge End Dist = End Dist from Windward Edge
Cp_Max = Largest Coefficient Magnitude Cp_Min = Smallest Coefficient Magnitude
Pp_max = qh*G*Cp_max - qip*(+GCPi) Pn_max = qh*G*Cp_max - qin*(-GCpi)
Pp_min* = qh*G*Cp_min - qip*(+GCPi) Pn_min* = qh*G*Cp_min - qin*(-GCPi)
OH = Overhang X = Dir along Ridge Y = Dir Perpendcular to Ridge Z = Vertical
* The smaller uplift pressures due to Cp_Min can become critical when wind is combined with roof live load or snow load; load combinations are given in ASCE 7
+ Pressures Acting TOWARD Surface - Pressures Acting AWAY from Surface

V-Zone Certification

(For New Construction, Substantial Improvements, and Substantially Damaged Structures)

Section 1: Structure Location and Ownership Information

Structure Owner City of Key West

Structure Address 1910 South Roosevelt Blvd

City Key West State FL Zip Code 33040

Structure Location Bathroom on Smathers Beach West end

Latitude 24°33'2.61"N Longitude 81°46'28.98"W County Monroe

Other Legal Description N/A

Coastal Barriers Resource System (CBRS) Area/OPA Yes ☐ No ■ Designation date: ___/___/___

Date of Construction: 07/01/2019 Improvement/Repair (to existing Bldg.) ☐ New Building ■

Section 2: Flood Insurance Rate Map (FIRM) Data

Note: This information is NOT a substitute for an Elevation Certificate.

Community Name City of Key West Community ID Number 120168 Panel Number 12087C1536

Panel Suffix K Flood Zone VE Date of FIRM Panel 02/18/2005 Index Date 02/18/2005

Section 3: Elevation Information

(Must be certified by a registered professional engineer, architect authorized by law to certify such information.)

Note: Elevations should be rounded to one tenth of a foot.

1. Elevation of the bottom of the lowest horizontal structural member of the LF. N/A feet
2. Base Flood Elevation (BFE)..... 11 feet
3. Design Flood Elevation (DFE)..... 12 feet
4. Elevation of Lowest Adjacent Grade (LAG)..... 6.5 feet
5. Elevation of Highest Adjacent Grade (HAG)..... 7.0 feet
6. Foundation type: Piling ■ Column ☐
7. Foundation Description: Auger piles embedded into sound caprock
8. Approximate depth of scour/erosion used for foundation design..... 2 feet
9. Embedment depth of pilings or foundation below LAG..... 15 feet
10. Datum used: NGVD 29 ■ NAVD 88 ☐ Other ☐ _____

Section 4: Foundation Design & Anchoring Certification

(Must be certified by a registered professional engineer or architect, authorized by law to certify such information.)

I certify that I have developed or reviewed the structural design, plans, and specifications for construction and that the proposed design and methods of construction are in accordance with accepted standards of practice for meeting the following provisions:

(i) The bottom of the lowest horizontal structural member of the lowest floor (excluding piles and columns) is elevated to above the Base Flood Elevation; and

(ii) The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, lateral movement, and other structural damage from the effects of wind and water loads acting simultaneously on all structural components. Water loading values used are those associated with the base flood. Wind loading values used are those required by the applicable state or local building code. The potential erosion and scour at the foundation have been incorporated in design for conditions associated with the base flood, including wave action.

Section 5: Breakaway Wall Design Certification

(Must be certified by a registered professional engineer or architect, authorized by law to certify such information.)

I certify that I have developed or reviewed the design, plans, and specifications for construction and that the proposed design and methods of construction to be used for the breakaway walls are in accordance with accepted standards of practice for meeting the following provisions:

(i) Breakaway walls shall collapse under wind and water loads less than those that would occur during the base flood;

(ii) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, and other structural damage due to the effects of wind and water loads acting simultaneously on all building components (wind and water loading values to be used are defined in Section 4).

Section 6: Certification

Check one: **Section 4** ■ **Section 5** ☐ **Sections 4 & 5** ☐

Certifier's Name (print) SERGE MASHTAKOV

Title PRESIDENT

License number 71480 (P.E.) State FL

Telephone Number 305-304-3512 EMAIL serge@artibusdesign.com

Company Name ARTIBUS DESIGN

Address 3706 N ROOSEVELT BLVD, SUITE i-208

City KEY WEST State FL Zip Code 33040

Signature

Date APR 0 8 2019

SERGE MASHTAKOV
LICENSE
No. 71480
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Certifier seal & signature conforming to State licensing regulations.
(Embossed seals must be shaded)

APR 0 8 2019