

RESOLUTION NO. 09-248

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING RFP AWARD #005-09: LAZY WAY RETAIL STORE EXPANSION TO ENVIRONMENTAL CONSTRUCTION SERVICES FOR A CONTRACT PRICE OF \$66,550.00; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN ACCORDANCE WITH THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That RFP #005-09 is awarded to Environmental Construction Services, Inc. in an amount not to exceed \$66,550.00.

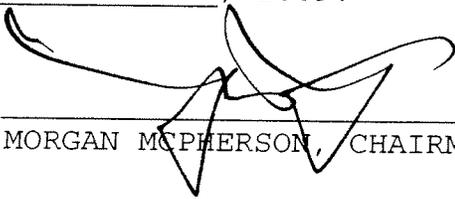
Section 2: That the City Manager, with the advice and consent of the City Attorney, is authorized to execute an agreement in accordance with RFP#005-09, and the response thereto.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Agency.

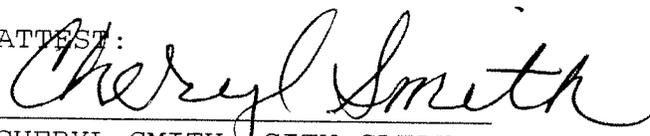
Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 15th day of September, 2009.

Authenticated by the presiding officer and Clerk of the Agency on September 16th, 2009.

Filed with the Clerk September 16th, 2009.


MORGAN MCPHERSON, CHAIRMAN

ATTEST:


CHERYL SMITH, CITY CLERK



Executive Summary

To: Jim Scholl, City Manager

From: Key West Bight Board
Raymond Archer, Port Director
Doug Bradshaw, Port Project Manager

Date: August 19, 2009

Re: Award of RFP #005-09: Lazy Way Retail Store Expansion

ACTION ITEM

Award of Request for Proposal (RFP) #005-09: Lazy Way Retail Store Expansion to Environmental Construction Services for a contract price of \$66,550.

PROJECT ISSUE

In order to realize additional rent and to utilize space more efficiently, staff has proposed extending the existing Lazy Way shop structure. The proposed 480 sq ft addition (conceptual plan attached) will match the character and style of existing Lazy Way shops and all construction will meet all South Florida Building Codes. Additionally the space is currently being used for a storage area and is unsightly. Enclosure of the area will remedy this problem.

On May 6th, 2009 RFP #005-09: Lazy Way Retail Store Expansion was advertised. The project consists of providing complete design, and all equipment, labor, and materials necessary to accomplish the following:

- Install full face glass French doors on new and existing construction front to match others,
- Install single solid wood door where the existing side sliding door is located (allows new area to be locked out of existing section),
- Install new sliding access door on the new construction side (it shall be constructed to match the sliding shutters on the Thompson Fish House),
- Pour new concrete floor and sidewalk for both the new construction and existing construction areas to level both sides and prevent flooding, shall be ADA compliant,
- New construction inside walls will be left with exposed studs,
- Install typical lighting (including exit signs and safety lighting per code) and utilities
- The Contractor will be required to provide stormwater retention as part of this project. Contractor will follow the guidelines as outline in the Stormwater Retention form in the City's Building Department

On June 17th, 2009, the CRA received the following proposals for the RFP:

1. D.L. Porter Constructors, Inc. \$104,843

| | |
|--|-----------|
| 2. Environmental Construction Services | \$ 66,550 |
| 3. Kenmar General Contracting | \$ 87,720 |
| 4. Morse Builders, Inc. | \$138,600 |
| 5. Titanium Enterprises, Inc. | \$ 83,560 |

Pursuant to Sec. 2-836: Request for Proposals Procedure of the City Ordinances, the award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city, taking into consideration price and the evaluation factors and criteria set forth below:

- Cost (50%)
- Proposed design submitted (30%)
- Experience of Proposer (10%)
- Past performance on other City projects if applicable (10%)

Port Operations Project Manager, Doug Bradshaw, reviewed each bid based on the requirements above and the following scores (maximum of 100 points) for each bidder were determined (see attached spreadsheet for complete review):

| | |
|--|-----------|
| 1. D.L. Porter Constructors, Inc. | Score: 70 |
| 2. Environmental Construction Services | Score: 95 |
| 3. Kenmar General Contracting | Score: 65 |
| 4. Morse Builders, Inc. | Score: 30 |
| 5. Titanium Enterprises, Inc. | Score: 50 |

OPTIONS

At this point in the process staff feels there are two options:

1. Award to the responsible offeror, Environmental Construction Services, whose proposal was determined in writing to be the most advantageous to the city
2. Reject the responsible offeror whose proposal was determined in writing to be the most advantageous to the city and award to the next responsible offeror whose proposal is determined in writing to be the most advantageous to the city or readvertise the RFP.

ADVANTAGES/DISADVANTAGES

Option 1: Environmental Construction Services has submitted a proposal that appears to be reasonable to perform the scope of work and the most advantageous to the city.

Option 2: There appears to be no justification for award to the next proposer or readvertising the RFP.

FINANCIAL ISSUES

The total cost for the retail shop expansion is \$66,550. The existing tenant will utilize the new space. The current 2008-2009 budget for this project is \$55,000. Additionally there is \$100,000 set aside for ADA improvements at Key West Bight. This project has an ADA component in the sidewalk upgrade. There are adequate funds to complete this project.

RECOMMENDATION

The Bight Board recommends to the CRA awarding of the RFP to Environmental Construction Services, Inc. for a contract price of \$66,550. Bight Board approved at their August 19th meeting.

INTEROFFICE MEMORANDUM

To: Doug Bradshaw, Port Project Manager
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk
Date: June 17, 2009
Subject: LAZY WAY RETAIL SHOP EXPANSION, RFP # 005-09

| | | |
|----|---|--|
| 1. | D.L. Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238 | Lump Sum..... \$104,843.00 New Structure.....\$ 85,847.00 Existing Structure...\$ 18,996.00 |
| 2. | Environmental Construction Services 127 Industrial Road, Suite B Big Pine Key, FL 33043 | Lump Sum.....\$ 66,550.00 New Structure.....\$ 57,750.00 Existing Structure...\$ 8,800.00 |
| 3. | Kenmar General Contracting 1075 Duval Street Key West, FL 33040 | Lump Sum.....\$ 87,720.00 New Structure.....\$ 65,900.00 Existing Structure...\$ 21,820.00 |
| 4. | Morse Builders, Inc. P.O. Box 5889 Key West, FL 33045 | Lump Sum.....\$138,600.00 New Structure.....\$ 130,080.00 Existing Structure...\$ 138,600.00 |
| 5. | Titanium Enterprises, Inc. 1901 South Tamiami Trail, Suite D Sarasota, FL 34239 | Lump Sum.....\$ 83,559.63 New Structure.....No Price Existing Structure...\$ 83,559.63 |

CS/amb

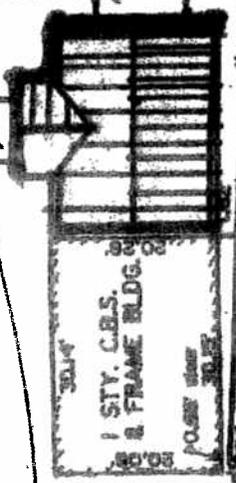
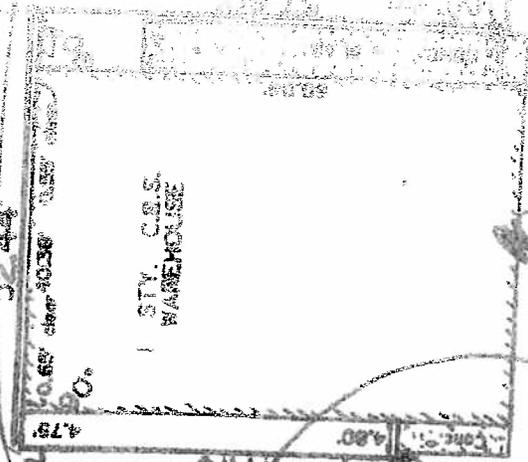
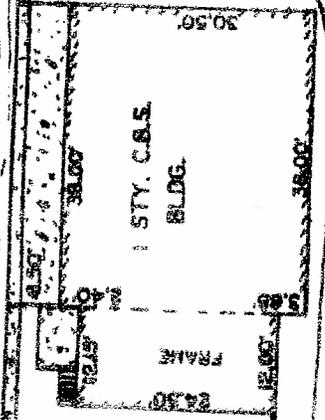
Lazy Way Retail Shop Expansion, RFP 005-09

402.00'

24' Cont. Service

LAZY WAY

S P H A



NEW 24' x 20' (480 SQ FT) STORAGE BUILDING

100.00'

1.55' clear

79.04'

1.00' clear

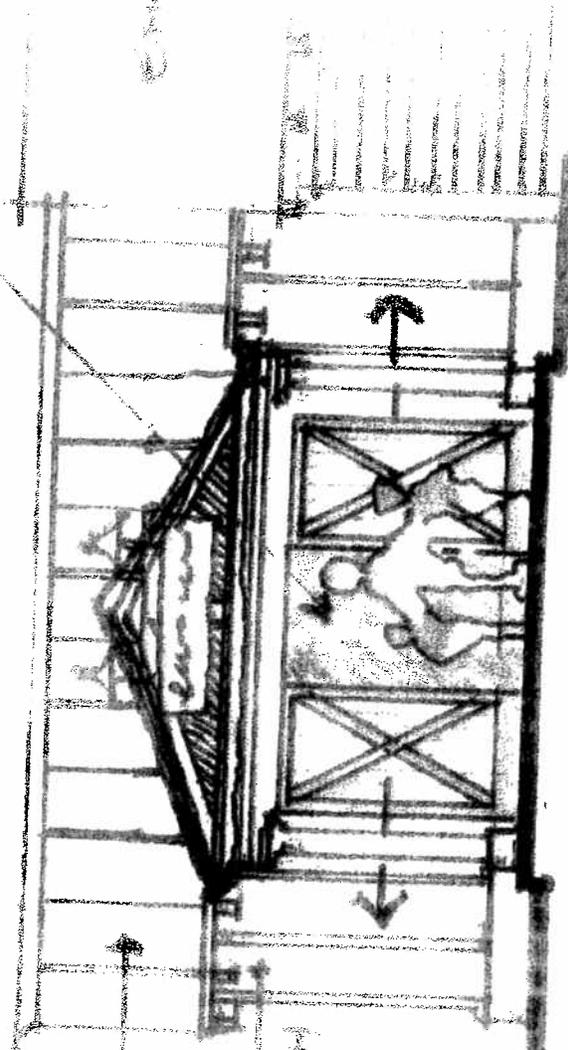
0.4' clear



CAROLINE

0 1 2 3 4

Front of building
DOOR



LAY KEY ELEVATION

PROPOSERS

| Criteria | D.L. Porter Constructors, Inc. \$104,843.00 | Environmental Construction Services \$66,550.00 | Kenmar General Contracting \$87,720.00 | Morse Builders, Inc. \$138,600.00 | Titanium Enterprises, Inc. \$83,559.63 |
|--------------------------------------|---|---|--|--------------------------------------|--|
| Lump Sum Amount | | | | | |
| Cost (50%) | 20 | 50 | 35 | 10 | 40 |
| Proposed design submitted (30%) | 30 | 25 | 10 | 0 | 0 |
| Experience of Proposer (10%) | 10 | 10 | 10 | 10 | 10 |
| City projects if applicable (10%) | 10 | 10 | 10 | 10 | 0 |
| TOTALS | 70 | 95 | 65 | 30 | 50 |

Notice to Proposer: Use Black Ink or Type For Completing the Form.

PROPOSAL

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

RFP No.: 005-09

PROPOSER'S INFORMATION

Name: Environmental Construction Services, Inc.

Address: 127 Industrial Rd, Suite B
Big Pine Key FL 33043

Contact Name: Laird Ueberroth, B.A.

Email: lairdu@bellsouth.net

Telephone: 305-872-0140

Fax: 305-515-0203

PROPOSER'S DECLARATION AND UNDERSTANDING

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

The Proposer further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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,

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/16/2009

PRODUCER
REPUBLIC INSURANCE SERVICES, INC.
P.O. BOX 322
LARGO, FLORIDA 33779-0322
(800) 752-1123

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ENVIRONMENTAL CONSTRUCTION SERVICES, INC.
DBA ECS
127 INDUSTRIAL ROAD
BIG PINE KEY, FL 33043

| INSURERS AFFORDING COVERAGE | | NAIC# |
|-----------------------------|----------------------------------|-------|
| INSURER A: | ARCH SPECIALTY INSURANCE COMPANY | 21199 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| ADDL. INSUR. | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------------|---|-----------------|----------------------------------|-----------------------------------|---|
| X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | 12-EMP-71638-00 | 9/11/08 | 9/11/09 | EACH OCCURRENCE \$ 1,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | BODILY INJURY (Per accident) \$ |
| | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | PROPERTY DAMAGE (Per accident) \$ |
| | PROFESSIONAL LIABILITY (CLAIMS-MADE FORM) CONTRACTOR'S POLLUTION LIABILITY (OCCURRENCE FORM) | 12-EMP-71638-00 | 9/11/08 | 9/11/09 | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| | OPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS PROJECT LOCATION: LAZY WAY RETAIL SHOP EXPANSION ADDITIONAL INSURED: CERTIFICATE HOLDER. | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$ |
| | CERTIFICATE HOLDER 11857 | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ |
| | CITY OF KEY WEST 525 ANGELA STREET KEY WEST, FL 33040 ATTN: OFFICE OF THE CITY CLERK | | | | \$1,000,000 PER CLAIM \$1,000,000 PER CLAIM |

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


JEROME J. WEILAND

are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM BASE PROPOSAL

The Proposer agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the lump sum as specified on the proposal form. The Proposer agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The proposal will be awarded on total proposal amount. Final lump sum payments will be adjusted based on actual units and unit prices.

PROPOSAL FORM

DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

LUMP SUM PROPOSAL PRICE DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION*:

\$ 66,550.00

Proposal Total in Words

Sixty Six Thousand Five Hundred Fifty dollars & no cents.

NOTE: Proposer shall include in the proposal a schedule of values for all aspects of the project in sufficient detail that allows the city to analyze the proposal and determine how the proposer arrived at the lump sum proposal. City may request additional breakdown of proposal if sufficient detail is not submitted

In addition to the required submittal for a complete schedule of values as stated above the Proposer shall provide the following bid values*:

Proposal Price for New Structure (price shall include all aspects of the new structure's construction except for the new common wall and door and ADA accessibility)

\$ 57,750.00

Proposal Price for Existing Structure (price shall include all aspects of the existing structure's construction including new common wall and door, leveling of existing concrete pad, and ADA accessibility modifications)

\$ 8,800.00

*NOTE: The two price breakdowns above will not be used in determining bid award, but are used in determining cost for new construction and cost for repairs and maintenance of the existing structure.

PROPOSAL FORM

DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

LUMP SUM PROPOSAL PRICE DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

\$ 66,550.00

Proposal Total in Words

Sixty Six Thousand, Five Hundred Fifty Dollars and $\frac{00}{100}$

PROPOSER SHALL INCLUDE IN THE PROPOSAL A SCHEDULE OF VALUES FOR ALL ASPECTS OF THE PROJECT IN SUFFICIENT DETAIL THAT ALLOWS THE CITY TO ANALYZE THE PROPOSAL AND DETERMINE HOW THE PROPOSER ARRIVED AT THE LUMP SUM PROPOSAL. CITY MAY REQUEST ADDITIONAL BREAKDOWN OF PROPOSAL IF SUFFICIENT DETAIL IS NOT SUBMITTED



ECS

Environmental Construction Services, Inc.

127 Industrial Rd., Big Pine Key,, FL 33040

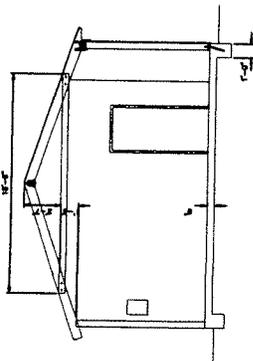
Lazy Way retail Shop Addition

Bid Number

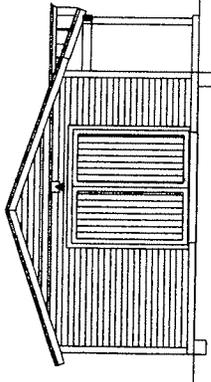
Schedule of Values

| No. | Item | Cost |
|---------------------------------|--|--------------------|
| 1 | Demolition French Door, End Wall Salvage Siding Door Hardware, Roof edge Disposal | \$2,200.00 |
| 2 | Framing & Siding Exterior Walls, Sheathing, Roof Framing , Deck Strapping, Tyvek, Hardy Siding, Trim, Band | \$20,000.00 |
| 3 | Slabs 5"-4000psi conc. w/#4's ea way @ 12"o.c., termite protection 6mil poly, anchors, ramps, light broom exterior, steel trowel interior finishes, excavate, grade, clear and grub | \$13,000.00 |
| 4 | Roof Grace Ice Sheild, Flashing, Drip, 26ga. 5-'V' Galv. Roof | \$6,300.00 |
| 5 | Firewall framing 5/8" type'X' fireguard drywall caulk insulation | \$2,000.00 |
| 6 | Doors Fire rated insul.metal panel door and frame, double wood French Doors (2), hardware,frames, shim, exterior trim | \$3,200.00 |
| 7 | Paint Prep., Prime, Paint 2 coats latex acrylic exterior paint | \$5,000.00 |
| 8 | Electrical Per Code, ADA Compliant, panel, AC 2 exterior lights | \$4,800.00 |
| 9 | Storm Water Retention Gravel filled Swale | \$750.00 |
| 10 | Architectural Design Fees | \$6,800.00 |
| 11 | Permitting | \$2,500.00 |
| Lump Sum Proposal Amount | | \$66,550.00 |

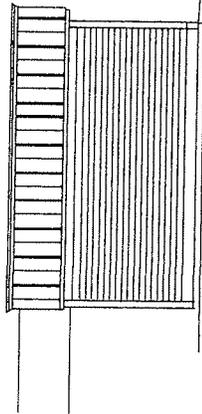




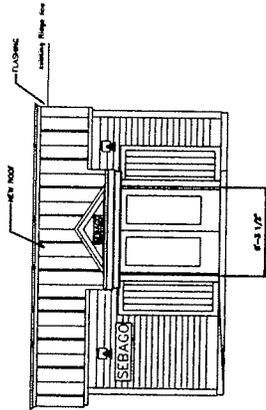
SECTION



SIDE ELEVATION

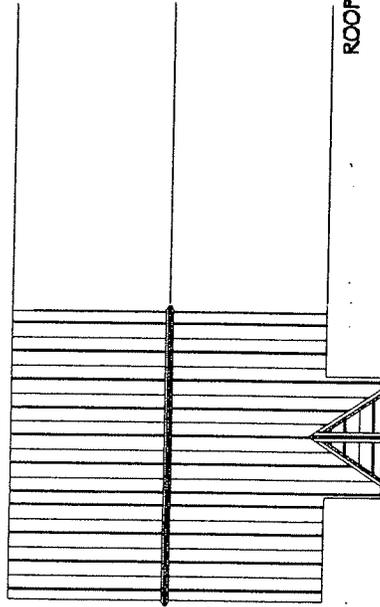


REAR ELEVATION

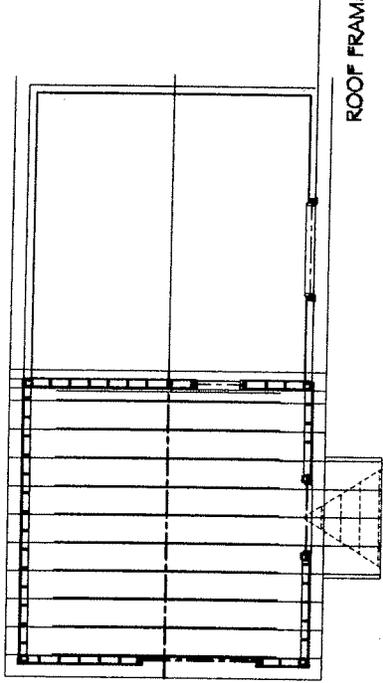


FRONT ELEVATION

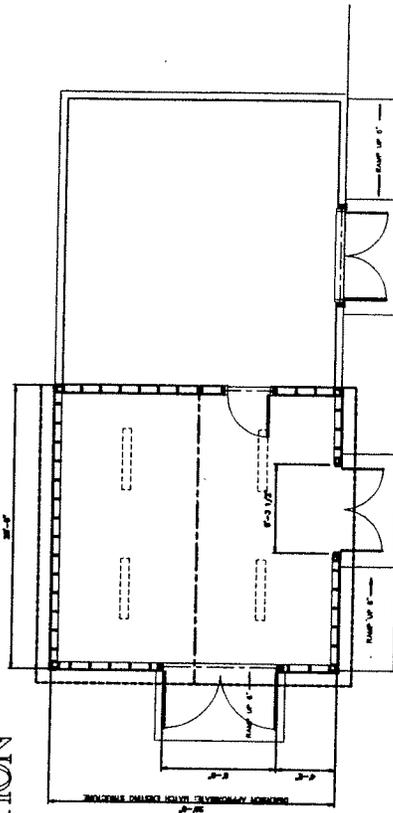
NOT FOR CONSTRUCTION



ROOF PLAN



ROOF FRAMING PLAN



FLOOR PLAN

ARCHITECT'S SEAL

Laird Ueberroth, RA & Associates
 1729 Seminary Rd. Key West, FL 33040
 Phone: 305-295-2926 Call: 305-949-9076 Fax: 877-402-8854 E-Mail: lairdu@bellatlantic.net
 WWW: WWW.LAIRDU.COM

DESIGN UNIT IN ACCORDANCE WITH
 ADD. FLORIDA STATE CODES AND ORDINANCES INCLUDING
 THE FLORIDA BUILDING CODE 2007
 ADDITION, AND IN ACCORDANCE WITH ASCE 7-98 1505MPH, 3 SECOND GUST

| REVISIONS | DATE |
|-----------|------|
| | |
| | |
| | |
| | |

LAZY WAY RETAIL SHOP ADDITION
 CITY OF KEY WEST, 525 Angella St, Key West, FL 33040

Laird Ueberroth, RA & Associates

1729 Seminary Rd. Key West, FL 33040. Phone: 305-295-2926 Call: 305-949-9076 Fax: 877-402-8854 E-Mail: lairdu@bellatlantic.net
 WWW: WWW.LAIRDU.COM



SUBCONTRACTORS

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

Portion of Work: Roofing

Name: A-Plus Roofing

Address: 5686 Maloney Ave. Stock Island, FL

Portion of Work: Electric

Name: Coastal Electric

Address: 127 Industrial Rd #3, Big Pine Key, FL

Portion of Work: Concrete

Name: Bella Construction

Address: 5615 3rd Ave Stock Island, FL

PROPOSER

The name of the Proposer submitting this Proposal is: Environmental Construction Services, Inc.

Doing business at 127 Industrial Rd. Suite B

City Big Pine Key State FL Zip 33043

Telephone No. 305-872-0140

This address is where all communications concerning this Proposal shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

| Name | Title |
|------------------------------|------------------|
| <u>Laird Ueberroth, R.A.</u> | <u>President</u> |
| _____ | _____ |
| _____ | _____ |

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 3rd day of June, 2009.

(SEAL)

Name of Corporation ENVIRONMENTAL CONSTRUCTION SERVICES, INC.

By: Laird Ueberroth, R.A.

Title: President

Attest: [Signature]

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this 3rd day of June, 2009.

Signature of Proposer [Signature]

Title President



ECS

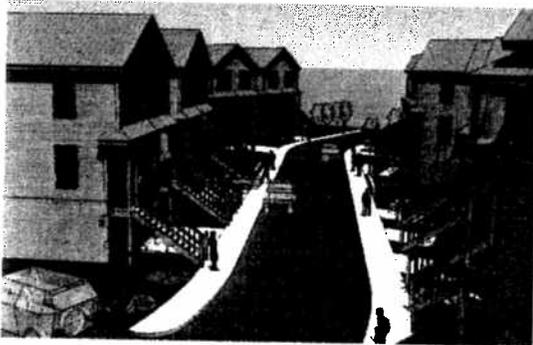
Environmental Construction Services, Inc.
127 Industrial Rd, Big Pine Key, FL 33043

***Environmental Construction Services, Inc.
"Design-Engineering-Construction"***

Environmental Construction Services, Inc. is a Florida Corporation and Monroe County Registered General Contractor. We provide highly technical yet highly economical solutions to sensitive environmental problems. Excellent judgment and three decades of cutting edge tactics in the field have made us professionals in environmentally friendly construction services. From the concept of your plans to completion, our design professionals take your project from concept to reality. We truly design and build.

Envirotact-Marine is our aquatic division. We test, repair, and construct in the waters of the Florida Keys. Our canal cleanup is efficient and biologically compatible. Our marina design and build team is dedicated to building the "Eco-Marina" that serves the boating community and the environment.

LURA is our architectural division specializing in environmentally friendly, energy efficient, custom design to fit your project's individual requirements. We offer AE services that include permitting, site design and development and project management that includes competitive bid packages or design/build services.



Environmental Construction Services, Inc. stands ready to serve you.

Please contact me at the following:

Laird Ueberroth – President

Tel: 305 872-0140 FAX 305 515-0203

For more information you may contact:
LairdU@Bellsouth.net



305-295-2926 or
305-849-9076



ECS

Environmental Construction Services, Inc.
127 Industrial Rd, Big Pine Key, FL 33043

LIST OF PROJECTS:

City of Key West - Marlin Pier - \$367,000 Subcontractor under Gunderboom, Inc. Replacement of docks and installation of four hundred feet of piers for the city of Key West. Equipment used: cranes, barges, general construction equipment. Job duration: October 2008 to January 2009, four months. Contact city of Key West for references. Work was completed on schedule with no change orders.

Habitat for Humanity – Bayside Landing, Big Pine Fl - \$3,390,000. Contract with Habitat for Humanity of Key West and the Lower Keys to build 18 homes. Equipment used: cranes, cement trucks, backhoes, dump trucks, underwater welding and general construction equipment. Project started January 2009 and estimated completion is January 2010. Contact Bob Calhoun, Executive Director for Habitat for Humanity of Key West and the Lower Keys, 402 Applerouth Lane, Key West – 294 -9006.]

SeaCamp – Underground Tank Removal and Replacement – SeaCamp, Big Pine Key - \$100,000.00, Equipment used: cranes, backhoes, bobcat, dump trucks, cement trucks. Contact Leigh Williams, 1300 Big Pine Avenue, Big Pine Key, FL 33043, 305-393-2663. *084-1252*

Lucky's Landing – \$40,000,000.00 - Designed 40 unit market rate condominiums, 13 affordable units plus a 35 slip marina in Little Torch Key, FL 33043. Project pending. Contact Jack Warner 305-849-1970.

3435 Riviera Drive, Key West – St. Paul's Episcopal Church – \$200,000 Provided design and project management to renovate rectory. Project completed on schedule and at cost. Contact St. Paul's Church 305-296-5142.

Garcia Residence - Ashby St., Key West - \$500,000.00 Designed new residence. Contact Michele and Terry Garcia. Project completed in 2007. Contact Terry Garcia 305-923-5124.





ECS

Environmental Construction Services, Inc.
127 Industrial Rd, Big Pine Key, FL 33043

There is no litigation history for the past (5) five years for Environmental Construction Services, Inc.

Laird Ueberroth is an experienced Contractor and Architect and employs experienced staff for all projects.



ECS

Environmental Construction Services, Inc., 127 Industrial Rd., Big Pine Key, FL, 330403



Laird Ueberroth, RA, President

| | |
|--|---------------|
| Bachelor of Architecture, Syracuse University, Syracuse New York, | 1974 |
| Registered Architect Commonwealth of Pennsylvania, | 1978 |
| Registered Architect Commonwealth of Virginia, | 1985 |
| Registered Architect State of Maryland, | 1989 |
| Registered Architect State of Florida, | 2003 |
| Licensed General Contractor, Commonwealth of Pennsylvania, | 1980 (closed) |
| Licensed General Contractor, Commonwealth of Virginia, | 1987 (closed) |
| Licensed Registered General Contractor, State of Florida, Lic. No. RG291103684 | 2005 |

Laird Ueberroth has thirty years of hands on experience in the design and construction of half a million square feet of single and multi-family residential architecture. Projects include General Contracting for technologically innovative designs like the Rosemont Hills Luxury Solar Condominiums in Bethlehem Pennsylvania (1983), and prefabricated and modular construction projects like Bayside Landing on Big Coppitt Key, Florida (2008). Mr. Ueberroth is experienced in the design and management of highly complex architectural projects exemplified by the Satellite Launch and Satellite Control Centers, for INTELSat, Van Ness Blvd., Washington DC (1992). and in on site Project Supervision like that provided for the Gaithersburg Maryland Automated General Mail Processing Center, Gaithersburg, Maryland (1986). Mr. Ueberroth's construction experience crosses the spectrum from high end custom homes to leading American Design-Build Teams in eastern Mediterranean and West African nations for the U.S. Department of State.



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/18/2009

PRODUCER
REPUBLIC INSURANCE SERVICES, INC.
P.O. BOX 322
LARGO, FLORIDA 33779-0322
(800) 752-1123

INSURED
ENVIRONMENTAL CONSTRUCTION SERVICES, INC.
DBA ECS
127 INDUSTRIAL ROAD
BIG PINE KEY, FL 33043

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| INSURERS AFFORDING COVERAGE | NAIC# |
|---|-------|
| INSURER A: ARCH SPECIALTY INSURANCE COMPANY | 21189 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| PLR LTR | ADOL INSPD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------|------------|---|-----------------|----------------------------------|-----------------------------------|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 12-EMP-71638-00 | 9/11/08 | 9/11/09 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ |
| A | | OTHER PROFESSIONAL LIABILITY (CLAIMS-MADE FORM) CONTRACTOR'S POLLUTION LIABILITY (OCCURRENCE FORM) | 12-EMP-71638-00 | 9/11/08 | 9/11/09 | \$1,000,000 PER CLAIM \$1,000,000 PER CLAIM |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 PROJECT LOCATION: LAZY WAY RETAIL SHOP EXPANSION
 ADDITIONAL INSURED: CERTIFICATE HOLDER.

CERTIFICATE HOLDER 11857

CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

ATTN: OFFICE OF THE CITY CLERK

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

 JEROME J. WEILAND

| | | | |
|---|--|---|---------------------------------|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | 2ER6YMGS | DATE (MM/DD/YYYY) 06/01/2009 |
| PRODUCER Risk Transfer Programs, LLC 219 East Livingston Street Orlando, FL 32803 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED First Financial Employee Leasing, Inc. 3745 Tamiami Trail Port Charlotte, FL 33952 | | INSURERS AFFORDING COVERAGE | |
| | | INSURER A: SDA Insurance Company | |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | NAIC # | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|--|-------------------|------------------------------------|-------------------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| Λ | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | WSLTHPE 000066 04 | 12/31/2008 | 01/01/2010 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Coverage is extended to the leased employees of alternate employer (Florida Operations Only): Environmental Construction Services Inc. #3845 (Effective 9/24/08) **DISCLAIMER:** The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE HOLDER

City of Key West
 Kim Piva
 604 Sinonton Street
 Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Page 1 of 1



CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This document is a business tax receipt.
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305)809-3955

Business name : ENVIRONMENTAL CONSTRUCTION SER Ctl nbr : 18614
Location addr : 127 INDUSTRIAL RD B
Lic Nbr/Class : 09 00022877 CONTRACTOR - REG GENERAL
Issue date : 6/01/09 Expiration date : 9/30/09
Lic Fee : 295.00
Penalty : .00
Total : 295.00

This document must be prominently displayed.

ENVIRONMENTAL CONSTRUCTION SER
127 INDUSTRIAL RD B
BIG PINE KEY FL 33043

LAIRD WEBERROTH, QUALIFIER

AC# 4384083

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09041500241

| DATE | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 04/15/2009 | 080296043 | RG291103782 |

The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2009
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY



UEBERROTH, LAIRD
ENVIRONMENTAL CONSTRUCTION SERVICES, INC.
127 INDUSTRIAL ROAD
BIG PINE FL 33043

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

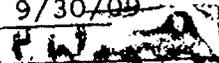
DISPLAY AS REQUIRED BY LAW

CITY OF KEY WEST
CERTIFICATE OF COMPETENCY
3322 THIS IS TO CERTIFY

That Laird Ueberroth
is duly registered as a
General Contractor
in conformity with the regulations of the City of Key West

DATE ISSUED 6/4/08

EXPIRATION DATE 9/30/09

By 
CHIEF BUILDING OFFICIAL

FLORIDA BID BOND

BOND NO. 70741831

AMOUNT \$ 5% of the Bid Amount

KNOW ALL MEN BY THESE PRESENTS, that
Environmental Construction Services, Inc., hereinafter called the
PRINCIPAL, and Western Surety Company, a corporation duly
organized under the laws of the State of South Dakota having its principal place of business at
Sioux Falls in the State of South Dakota and
authorized to do business in the State of Florida, as SURETY, are held firmly bound unto
hereinafter called the Obligee, in the sum of --Five Percent of the Bid--
DOLLARS (\$ --5% of the Bid Amount--)
for the payment for which we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his/her or it's Proposal for:

DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION, said Proposal, by reference
thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a proposal to the
OBLIGEE for the furnishing of labor, materials, (except those specifically furnished by the
Owner), equipment, machinery, tools, apparatus, means of transportation for, and the
performance of the work covered in the Proposal and the detailed Specifications entitled:

DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

WHEREAS, it was a condition precedent to the submission of said proposal that a cashier's
check, certified check, or proposal bond in the amount of five (5) percent of the base proposal be
submitted with said proposal as a guarantee that the Proposer would, if awarded the Contract,
enter into a written Contract with the Owner for the performance of said Contract, within five (5)
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 five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE 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 17th day of June, 2009

ENVIRONMENTAL CONSTRUCTION SERVICES, INC.

BY: _____

WESTERN SURETY COMPANY

BY: _____

Audrey Jane Gallagher, Attorney-in-fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James H Breen, Brett A Ragland, Audrey Jane Gallagher, Individually

of Lake Mary, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 26th day of May, 2009.



WESTERN SURETY COMPANY

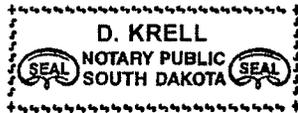
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of May, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17TH day of JUNE, 2009



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

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

PROJECT NO. 005-09: DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

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

1. This sworn statement is submitted with Proposal, Proposal or Contract No.
RFP # 005-09 for
Design/Build: Lazy Way Retail Shop Expansion

2. This sworn statement is submitted by Environmental Construction Services, Inc.
(Name of entity submitting sworn statement)
whose business address is 127 Industrial Rd, Suite B
Big Pine Key, FL 33043 and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-0821529 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Laird Heberroth and my relationship to
(Please print name of individual signing)
the entity named above is President

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 proposal or contract for goods or services to be provided to any public entity 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 of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a 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.)

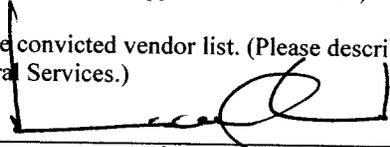
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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.)



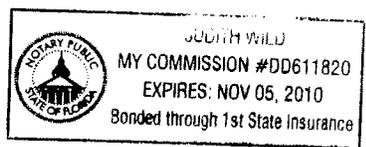
 (Signature)
 6/2/09

 (Date)

STATE OF Florida
 COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Judith Wild who, after first being sworn by me, affixed his/her signature in the
 (Name of individual signing)
 space provided above on this 2 day of June, 2009.

My commission expires: 11/05/10 Judith Wild JUDITH WILD
 NOTARY PUBLIC





THE CITY OF KEY WEST

Key West Bight
201 William Street
Key West, FL 33040

**ADDENDUM NO. 1: BID NO. 005-09
DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION
May 8, 2009**

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

1. The original bid did not contain the conceptual plan as referenced in Part 3: Project Program. The conceptual plan is attached.

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

A handwritten signature in black ink, appearing to be "ECS", is written over a horizontal line.

Signature

Environmental Construction Services, Inc
Name of Business



THE CITY OF KEY WEST

Key West Bight
201 William Street
Key West, FL 33040

ADDENDUM NO. 2: BID NO. 005-09 DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION May 27, 2009

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

1. The bid opening date has been rescheduled for June 17, 2009 at 3:00 P.M.
2. The contractor will install full face glass wooden French doors on the fronts of the new structure and the existing adjacent structure. The doors will match existing in style and quality. The counter opening on the new structure has been eliminated.
3. The common wall between the existing structure and the new structure will be replaced with a new fire rated wall per current code. The new structure is classified storage space and the existing structure will be classified as office/retail space.
4. The single wooden door that was to be installed between the structures will now be a fire rated door per current code.
5. Contractor will be required to make both the new construction and existing structure ADA accessible per current code.
6. Bidder will be required to use the attached revised bid form when submitting bid.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

A handwritten signature in black ink, appearing to be "ECS", is written over a horizontal line.

Environmental Construction Services, Inc.
Name of Business

PROPOSAL FORM

DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

LUMP SUM PROPOSAL PRICE DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION*:

\$ 66,550.00

Proposal Total in Words

Sixty Six Thousand Five Hundred Fifty dollars & no cents.

NOTE: Proposer shall include in the proposal a schedule of values for all aspects of the project in sufficient detail that allows the city to analyze the proposal and determine how the proposer arrived at the lump sum proposal. City may request additional breakdown of proposal if sufficient detail is not submitted

In addition to the required submittal for a complete schedule of values as stated above the Proposer shall provide the following bid values*:

Proposal Price for New Structure (price shall include all aspects of the new structure's construction except for the new common wall and door and ADA accessibility)

\$ 57,750.00

Proposal Price for Existing Structure (price shall include all aspects of the existing structure's construction including new common wall and door, leveling of existing concrete pad, and ADA accessibility modifications)

\$ 8,800.00

*NOTE: The two price breakdowns above will not be used in determining bid award, but are used in determining cost for new construction and cost for repairs and maintenance of the existing structure.

SUBCONTRACTORS

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

Portion of Work: Roofing

Name: A-Plus Roofing

Address: 5686 Maloney Ave. Stock Island FL

Portion of Work: Electric

Name: Coastal Electric

Address: 127 Industrial Rd # 3, Big Pine Key, FL

Portion of Work: Concrete

Name: Bella Construction

Address: 5615 3rd Ave, Stock Island, FL

PROPOSER

The name of the Proposer submitting this Proposal is: Environmental Construction Services, Inc.

Doing business at 127 Industrial Rd, Suite B

City Big Pine Key State FL Zip 33043

Telephone No. 305-872-0140

This address is where all communications concerning this Proposal shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

| Name | Title |
|------------------------------|------------------|
| <u>Laird Heberroth, R.A.</u> | <u>President</u> |
| _____ | _____ |
| _____ | _____ |

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 3rd day of June, 2009.

(SEAL)

Name of Corporation Environmental Construction Services, Inc.

By: Laird Heberroth, R.A.

Title: President

Attest: [Signature]

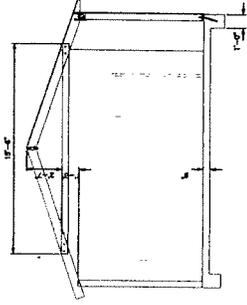
Secretary

If Sole Proprietor or Partnership

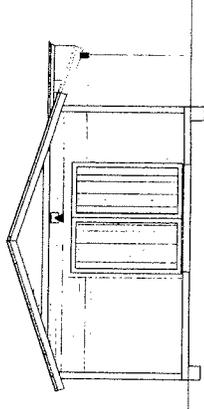
IN WITNESS hereto the undersigned has set his/her/its hand this 3rd day of June, 2009.

Signature of Proposer [Signature]

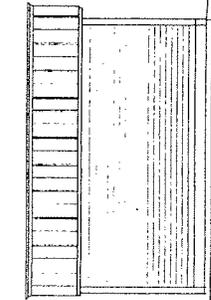
Title President



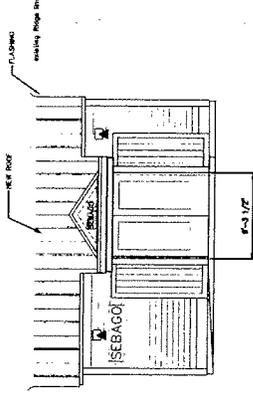
SECTION



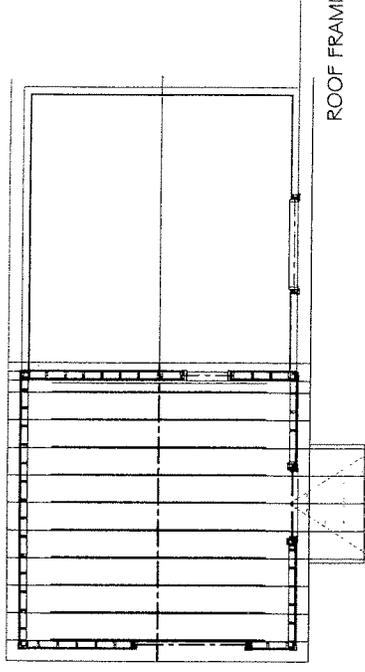
SIDE ELEVATION



REAR ELEVATION

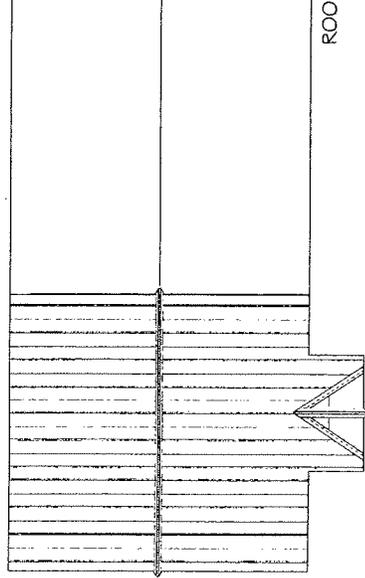


FRONT ELEVATION

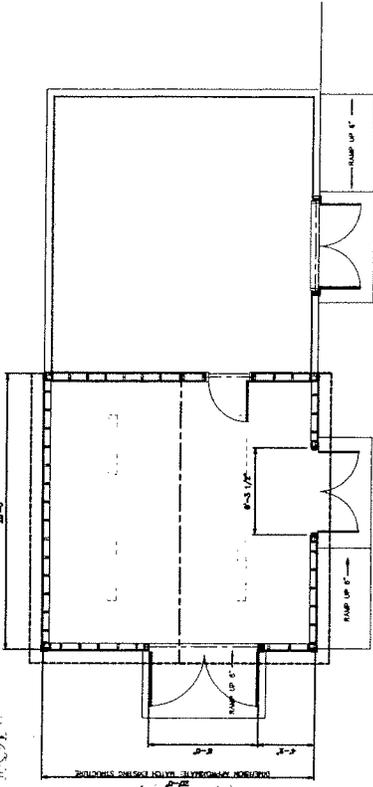


ROOF FRAMING PLAN

NOT FOR CONSTRUCTION



ROOF PLAN



FLOOR PLAN

LAIRD UEBERROTH, RA & ASSOCIATES
 1725 SEMINARY RD, KEY WEST, FL 33040
 PHONE: 305-295-2926 CALL: 305-849-9076 FAX: 877-402-8854 E-MAIL: LAIRD@LUAIRDRTH.COM

ARCHITECT'S SEAL

| REVISIONS | DATE |
|-----------|------|
| | |
| | |
| | |

DESIGN UNIT IN ACCORDANCE WITH ALL APPLICABLE MONROE COUNTY AND FLORIDA STATE CODES AND ORDINANCES INCLUDING THE FLORIDA BUILDING CODE 2007 ADDITION, AND IN ACCORDANCE WITH ASCE 7-98 150MPH, 3 SECOND GUST



Laird Ueberroth, RA & Associates
 1725 Seminary Rd, Key West, FL 33040 Date: _____
 Phone: 305-295-2926 Call: 305-849-9076 Fax: 877-402-8854 E-Mail: Laird@lucor.com
 I hereby declare that the above information is true and correct and that I am a duly licensed Professional Engineer in the State of Florida.

LAIRD UEBERROTH, RA & ASSOCIATES
 ARCHITECTS
 1725 SEMINARY RD, KEY WEST, FL 33040
 PHONE: 305-295-2926 CALL: 305-849-9076 FAX: 877-402-8854
 E-MAIL: LAIRD@LUAIRDRTH.COM

ARCHITECT'S SEAL

DESIGN UNIT IN ACCORDANCE WITH ALL APPLICABLE MONROE COUNTY AND FLORIDA STATE CODES AND ORDINANCES INCLUDING THE FLORIDA BUILDING CODE 2007 ADDITION, AND IN ACCORDANCE WITH ASCE 7-98 150MPH, 3 SECOND GUST



Laird Ueberroth, RA & Associates
 1725 Seminary Rd, Key West, FL 33040 Date: _____
 Phone: 305-295-2926 Call: 305-849-9076 Fax: 877-402-8854 E-Mail: Laird@lucor.com
 I hereby declare that the above information is true and correct and that I am a duly licensed Professional Engineer in the State of Florida.



THE CITY OF KEY WEST

Key West Bight
201 William Street
Key West, FL 33040

**ADDENDUM NO. 1: BID NO. 005-09
DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION
May 8, 2009**

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

1. The original bid did not contain the conceptual plan as referenced in Part 3: Project Program. The conceptual plan is attached.

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

Signature

Name of Business

402.00'

WALKWAY

1 STY. C.B.S. BLDG.

FRAME

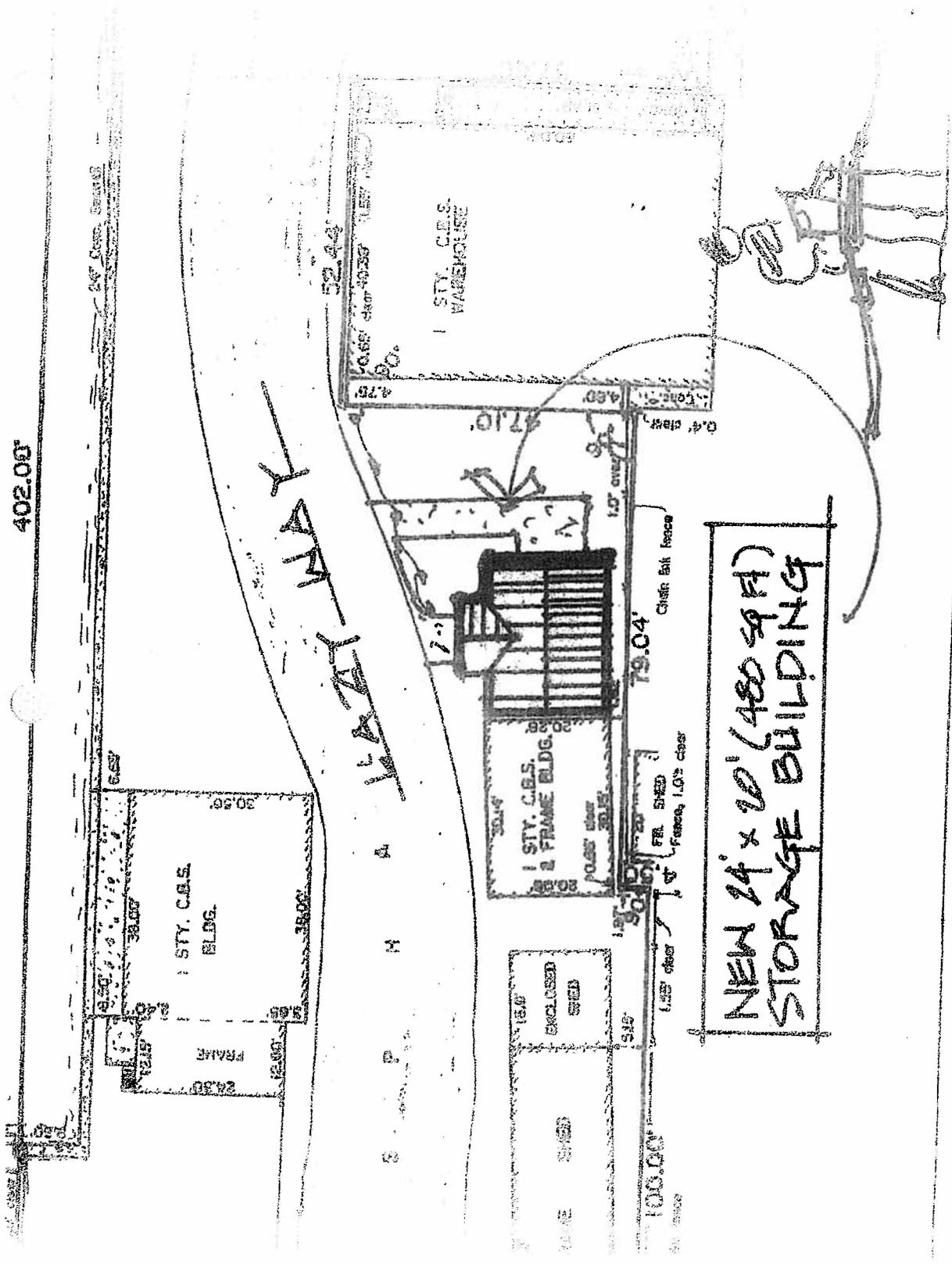
1 STY. C.B.S. WAREHOUSE

1 STY. C.B.S. & FRAME BLDG.

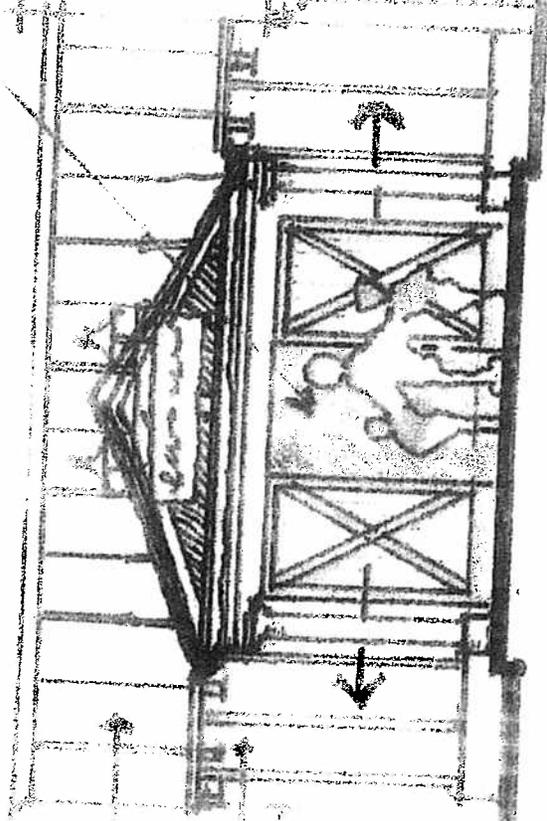
ENCLOSURE

NEW 24' x 20' (480 SQ FT) STORAGE BUILDING

CAROLINE



Section of SLOTTED
WOOD



LAST KEY ELEVATION

RECEIVED FROM THE OFFICE OF THE CITY ENGINEER
CITY OF KEY WEST, FLORIDA



471 US Highway 90
Suite 101
Key West, Florida, 33040
Ph 305-296-1692
Fnx 305-296-4104
peter@pikaarchitect.com

6/4/2008
Marilyn D. Wilbarger, RPA, CCIM
City of Key West

Feasibility and site data information --Lazy Way Storage Building

Dear Marilyn

Enclose is the information that you requested for the new Lazy Way storage building.

| <u>Site Data Item and requirements</u> | <u>Status/Compliance</u> |
|---|---|
| Zoned - HRCC-1 (Historic Commercial Core) | In compliance |
| Existing Lot Area 40,200.00 sq ft +/- | In compliance |
| Existing lot coverage 4760 sq ft +/- (11% +/-) | In compliance 30% max. |
| Impervious Coverage -- undetermined. | |
| Setbacks Front 0' | In compliance |
| Rear 10' | In compliance (Elizabeth St) |
| Side 2.5' | In compliance |
| Max Ht. 35' | In compliance |
| FEMA Flood AE-10' | In compliance if Flood panels are used or if joined to Existing structure and 49% rule used. |

It is in my opinion that the structure as proposed does not provide any pertinent code issues that would prevent construction

Best regards

Peter Pike
Architect

Note all site information based on survey provided -- Erez Middlebrook dated 6-2-08



THE CITY OF KEY WEST

Key West Bight
201 William Street
Key West, FL 33040

ADDENDUM NO. 2: BID NO. 005-09
DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION
May 27, 2009

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

1. The bid opening date has been rescheduled for June 17, 2009 at 3:00 P.M.
2. The contractor will install full face glass wooden French doors on the fronts of the new structure and the existing adjacent structure. The doors will match existing in style and quality. The counter opening on the new structure has been eliminated.
3. The common wall between the existing structure and the new structure will be replaced with a new fire rated wall per current code. The new structure is classified storage space and the existing structure will be classified as office/retail space.
4. The single wooden door that was to be installed between the structures will now be a fire rated door per current code.
5. Contractor will be required to make both the new construction and existing structure ADA accessible per current code.
6. Bidder will be required to use the attached revised bid form when submitting bid.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business

PROPOSAL FORM

DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

LUMP SUM PROPOSAL PRICE DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION*:

\$ _____

Proposal Total in Words

NOTE: Proposer shall include in the proposal a schedule of values for all aspects of the project in sufficient detail that allows the city to analyze the proposal and determine how the proposer arrived at the lump sum proposal. City may request additional breakdown of proposal if sufficient detail is not submitted

In addition to the required submittal for a complete schedule of values as stated above the Proposer shall provide the following bid values*:

Proposal Price for New Structure (price shall include all aspects of the new structure's construction except for the new common wall and door and ADA accessibility)

\$ _____

Proposal Price for Existing Structure (price shall include all aspects of the existing structure's construction including new common wall and door, leveling of existing concrete pad, and ADA accessibility modifications)

\$ _____

*NOTE: The two price breakdowns above will not be used in determining bid award, but are used in determining cost for new construction and cost for repairs and maintenance of the existing structure.

SUBCONTRACTORS

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

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

PROPOSER

The name of the Proposer submitting this Proposal is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

This address is where all communications concerning this Proposal shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

| Name | 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 _____, 2009.

(SEAL)

Name of Corporation _____

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2009.

Signature of Proposer _____

Title _____

EXPERIENCE OF PROPOSER

The Proposer states that he/she is an experienced Contractor and has completed similar projects within the last five (5) years. The staff of the proposer shall be equally experienced in similar type projects.

The Proposer shall provide an attached Company history of similar projects, with types of equipment utilized, names and contact information of the clients, construction costs, total duration of the projects, and any and all project related litigation history for the past five (5) years. Any additional information that will provide evidence of capability to provide the construction service required for this project may be submitted in addition to this form.



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

May 6, 2009

To: All Prospective Proposers

Pursuant to the City of Key West's Code of Ordinances Section 2-769: Request for Proposal (RFP), the City of Key West is soliciting competitive sealed proposals for DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION: RFP No. 005-09. This package contains the following documents.

- a. Proposal Requirements
- b. Conditions
- c. Project Program

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). For information or for questions concerning the actual proposal please contact Doug Bradshaw, Project Manager for City of Key West at (305) 809-3792.

Firms/corporations submitting a proposal should ensure that the following documents are completed, certified, and returned as instructed: Proposal Form, Anti-Kickback Affidavit and Public Entity Crimes Certification.

CONTRACT DOCUMENTS
FOR
DESIGN/BUILD: LAZY WAY RETAIL
SHOP EXPANSION

CONSISTING OF:

PROPOSAL REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS

RFP PROJECT #: 005-09

PREPARED BY:

THE CITY OF KEY WEST
PORT OPERATIONS
KEY WEST, FLORIDA

May 6, 2009

INFORMATION TO PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL NO. 005-09:
DESIGN/BUILD: LAZY WAY RETAIL SHOP
EXPANSION

ISSUE DATE: MAY 6, 2009

PRE PROPOSAL CONFERENCE: MAY 22, 2009, 10:00 A.M. LOCAL TIME
HIGHLY RECOMMENDED
PROJECT SITE
305-809-3792 FOR DIRECTIONS

MAIL PROPOSALS TO: CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

DELIVER PROPOSALS TO: SAME AS ABOVE

PROPOSALS MUST BE
RECEIVED: JUNE 3, 2009

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

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

TABLE OF CONTENTS

PART 1 PROPOSAL REQUIREMENTS Pages 8-30

Information to Proposers
Request for Proposal
Instructions to Proposers
City of Key West Licenses, Permits, and Fees
Proposal Form
Florida Bid Bond
Public Entities Crime Form
Anti – Kickback Affidavit

PART 2 CONDITIONS Pages 31-67

Conditions of Proposal
General Conditions
Supplementary Conditions
Special Conditions

PART 3 PROJECT PROGRAM Pages 68-72

PART 1

PROPOSAL REQUIREMENTS

REQUEST FOR PROPOSAL

Sealed Proposals addressed to the City of Key West, for DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on the 3rd day of June 2009, and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

The project consists of providing complete design, and all equipment, labor, and materials necessary for the construction of an approximately 480 square feet addition to the current Lazy Way Retail Shop complex.

Proposal documents may be obtained from DemandStar by Onvia. Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

There will be a preproposal meeting held at project site on the 22nd day of May 2009 at 10:00 A.M. EST. The preproposal meeting is highly recommended.

All Proposers shall reference Florida Statute 287.055 concerning design/build contracts. Each Proposal must be submitted on the prescribed forms and accompanied by proposal security as prescribed in the Instructions to Proposers, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the amount proposed. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

One (1) original, one (1) copy, and one CD copy in PDF format of the Proposal are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "RFP 005-09: DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION, and addressed:

CITY CLERK
CITY OF KEY WEST, FLORIDA
CITY HALL
525 ANGELA STREET
KEY WEST, FLORIDA 33040

Proposers must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to proposal and perform the work specified herein.

The successful Proposer will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Proposer must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.

C. A valid Occupational License issued by the City of Key West.

All proposal 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/her 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 Owner will conduct such investigation as is necessary to determine the performance record and ability of each qualified Proposer to perform the size and type of work specified under this Contract. Upon request, Proposers shall submit such information as deemed necessary by the Owner to evaluate the Proposer's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Doug Bradshaw, Port Project Manager, telephone (305)-809-3792 or email at dbradsha@keywestcity.com.

Prior to award by City Commission the successful Proposer must be able to prove that Proposer held State Licenses prior to submittal of proposal as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Proposer must be able to prove that Proposer holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the proposal document. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Proposal. The City may reject proposals: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its Proposal, (3) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (4) if the proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any proposal.

Dated this 29TH day of APRIL, 2009

CITY OF KEY WEST, FLORIDA

BY: J. K. Scholl
Jim Scholl, City Manager
or Authorized Representative

INSTRUCTIONS TO PROPOSERS

1. **CONTRACT DOCUMENTS**

A. **FORMAT**

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference.

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 Proposer should request of the Engineer, in writing, at least ten (10) calendar days prior to the proposal opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished to all registered holders of the Contract Documents. Proposers shall submit with their proposals, or indicate receipt of, all Addenda. The Owner 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 Request for Proposals and the scope is specified in applicable parts of these Contract Documents.

3. **QUALIFICATION OF CONTRACTORS**

Proposers must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein.

4. **PROPOSER'S UNDERSTANDING**

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

The Owner will make available to prospective Proposers upon request and at the office of

the Engineer, prior to proposal opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Engineer of any locations were made for the purpose of study and design, and the Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Copies of any existing documents regarding the work sites can be viewed at the City offices of Port Operations, 201 William Street, and any that are made available shall not be considered a part of the Contract Documents, said documents are made available only for the convenience of the Proposers.

Information derived from Drawings showing location of utilities and structures will not in any way relieve the proposer from any risk, or from properly examining the site and making such additional investigations as he/she may elect, or from properly fulfilling all the terms of the Contract Documents. Proposer is responsible for locating and identifying all utilities.

Each Proposer shall inform him/herself of, and the Proposer awarded a Contract shall comply with any and all 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 PROPOSAL

A. LUMP SUM

The Proposal for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each part of the project in the Proposal and a Schedule of Values shall be included with the proposal. The total amount to be paid the Contractor shall be the amount of the Lump Sum Proposal as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project. The owner reserves the right to enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, in BLACK INK. All price information will 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 amounts stated in writing and the amounts stated in figures.

Any Proposal 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 Request for Proposals.

Proposers shall not submit unbalanced proposals as requested in the breakdown of proposals.

Only one (1) Proposal from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Proposer is interested in more than one (1) Proposal for work contemplated, all Proposals in which such Proposer is interested will be rejected.

B. SIGNATURE

The Proposer shall sign his/her proposal in the blank space provided therefore. If Proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If 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 Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL PROPOSAL REQUIREMENTS

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

D. ATTACHMENTS

Proposer shall complete and submit the following forms with his Proposal or as otherwise identified in the proposal document:

- Proposal Form including conceptual plan and description,

- Schedule of Values that include all aspects of the project
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- At least five (5) years of current or recent projects of similar work shall be provided (dates of works and contacts shall be included),
- A description of any previous or existing legal action against the Proposer within the past five (5) years. If none, Proposer shall state this fact.
- **New item:** All Proposers shall include with their proposal package their complete proposal on a CD in PDF format (only one CD is required with the proposal)

7. STATE AND LOCAL SALES AND USE TAX

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

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Request for Proposals. Proposals must be made on the Proposal forms provided herewith and submitted intact with the volume containing the Proposal requirements, Contract forms, and Conditions of the Contract.

Each Proposal must be submitted in two (2) sealed envelopes, one within the other, so marked as to indicate the Proposer's name and its contents without being opened, and addressed in conformance with the instructions in the Request for Proposals. One original and twelve copies are required.

9. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for the receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telephone/fax. If by telephone/fax, original written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for the opening of Proposals, unless the time specified in paragraph 12, AWARD OF CONTRACT, in the Request for Proposals shall have elapsed.

10. PROPOSAL SECURITY

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the certification by a resident agent shall also be provided.

If the Proposer elects to furnish a Proposal Bond, he/she shall use the Proposal Bond form bound herewith, or one conforming substantially thereto in form and content.

Acceptable forms of proposal bonds are cashier's check, certified check, proposal bond, or irrevocable letter of credit per City Code of Ordinance Section 2-828.

11. RETURN OF BID SECURITY

Within fifteen (15) calendar days after the award of the Contract, the Owner may return the Bid securities to all Proposers whose Proposals are not to be further considered in awarding the Contract. Proposers must contact the City Clerk's office and request return of Bid Security. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Proposer's Bonds and any guarantees which have been forfeited, will be returned to the respective Proposers whose Proposals they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Proposals, the Owner will accept one of the Proposals and will act in accordance with the following paragraphs:

The acceptance of the Proposal will be by written notice of award (Notice of Award), mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the Proposer to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next responsible offeror whose proposal is determined in writing to be the most advantageous to the city. Such award, if made, will be made within sixty (60) days after the opening of the Proposals.

Proposal Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The Owner reserves the right to reject any and/or all Proposals because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Proposals, and to accept any Proposal that the CITY OF KEY WEST deems to be in the best interest of the Owner.

13. BASIS OF AWARD

Pursuant to Sec. 2-836: Request for Proposals Procedure of the City Ordinances, the award shall be made to the responsible offeror whose proposal is determined in writing to

be the most advantageous to the city, taking into consideration price and the evaluation factors and criteria set forth below

- Cost (50%)
- Proposed design submitted (30%)
- Experience of Proposer (10%)
- Past performance on other City projects if applicable (10%)

If at the time this Contract is to be awarded, the total of the lowest acceptable Proposal exceeds the funds then estimated by the Owner as available, the Owner may reject all Proposals or take such other action as best serves the Owner's interest.

14. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the acceptable insurance certificates as required in these Documents. Within ten (10) calendar days after receiving the signed Contract, with acceptable insurance from the successful Proposer, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Proposer who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Proposal security that accompanied his Proposal, and the Proposal security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Proposer fails to enter into a Contract or furnish the required bonds. Proposal security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Proposal Bond. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

16. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on site and with his/her own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Engineer. The City requires the Contractor's best effort in utilization of local subcontractors to perform the work.

17. TIME OF COMPLETION

The Proposer further agrees to begin work the date of the Notice to Proceed. The following contract deadlines will go into affect once the Notice to Proceed is issued:

- Within 30 calendar days, all permit applications must be completed and submitted
- Once permits are issued by Federal, State, and Local departments, 60 calendar days to complete the project.

18. LICENSES, PERMITS, AND FEES

The Contractor is responsible for obtaining and paying for all licenses, permits, and fees including Historical Architectural Review Committee (HARC) permit required to perform the work as stated in the sections of this proposal document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: Proposal Requirements - Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Proposal Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees **REQUIRED BY THE CITY OF KEY WEST** and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Occupational License – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.
- General Contractors License
- Building Permit
- HARC

Note: Contractor shall verify each license, permit, or fee before submitting the proposal.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

Notice to Proposer: Use Black Ink or Type For Completing the Form.

PROPOSAL

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

RFP No.: 005-09

PROPOSER'S INFORMATION

Name: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

PROPOSER'S DECLARATION AND UNDERSTANDING

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

The Proposer further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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,

are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM BASE PROPOSAL

The Proposer agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the lump sum as specified on the proposal form. The Proposer agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The proposal will be awarded on total proposal amount. Final lump sum payments will be adjusted based on actual units and unit prices.

PROPOSAL FORM

DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

LUMP SUM PROPOSAL PRICE DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

\$ _____

Proposal Total in Words

PROPOSER SHALL INCLUDE IN THE PROPOSAL A SCHEDULE OF VALUES FOR ALL ASPECTS OF THE PROJECT IN SUFFICIENT DETAIL THAT ALLOWS THE CITY TO ANALYZE THE PROPOSAL AND DETERMINE HOW THE PROPOSER ARRIVED AT THE LUMP SUM PROPOSAL. CITY MAY REQUEST ADDITIONAL BREAKDOWN OF PROPOSAL IF SUFFICIENT DETAIL IS NOT SUBMITTED

SUBCONTRACTORS

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

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

PROPOSER

The name of the Proposer submitting this Proposal is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

This address is where all communications concerning this Proposal shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

| Name | 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 _____, 2009.

(SEAL)

Name of Corporation _____

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2009.

Signature of Proposer _____

Title _____

EXPERIENCE OF PROPOSER

The Proposer states that he/she is an experienced Contractor and has completed similar projects within the last five (5) years. The staff of the proposer shall be equally experienced in similar type projects.

The Proposer shall provide an attached Company history of similar projects, with types of equipment utilized, names and contact information of the clients, construction costs, total duration of the projects, and any and all project related litigation history for the past five (5) years. Any additional information that will provide evidence of capability to provide the construction service required for this project may be submitted in addition to this form.

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 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 presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his/her or it's Proposal for:

DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION, said Proposal, by reference
thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a proposal to the
OBLIGEE for the furnishing of labor, materials, (except those specifically furnished by the
Owner), equipment, machinery, tools, apparatus, means of transportation for, and the
performance of the work covered in the Proposal and the detailed Specifications entitled:

DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

WHEREAS, it was a condition precedent to the submission of said proposal that a cashier's
check, certified check, or proposal bond in the amount of five (5) percent of the base proposal be
submitted with said proposal as a guarantee that the Proposer would, if awarded the Contract,
enter into a written Contract with the Owner for the performance of said Contract, within five (5)
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 five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE 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, _____ 2009.

PRINCIPAL

By

SURETY

Attorney-In-Fact

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

PROJECT NO. 005-09: DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

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

1. This sworn statement is submitted with Proposal, Proposal or Contract No.
_____ 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 _____ and my relationship to
(Please print name of individual signing)
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 proposal or contract for goods or services to be provided to any public entity 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 of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a 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.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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 Sate 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 signature in the
(Name of individual signing)

space provided above on this _____ day of _____, 2009.

My commission expires:

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT 005-09: DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein proposal 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 _____, 2009.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

PART 2
CONDITIONS

CONDITIONS OF PROPOSAL
CITY OF KEY WEST

1. PREPARATION OF PROPOSALS:

Proposals will be prepared in accordance with the following:

- a. The enclosed Proposal Response Form is to be used, other forms may be rejected.
- b. All information required by the Proposal form shall be furnished. The Proposer shall print or type his/her name and manually sign the Proposal Response Form plus each continuation sheet on which an entry is made.
- c. Proposal delivery time must be shown and shall include Sundays and holidays.
- d. Proposer shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- e. All proposals shall be submitted in original plus one copy and a CD containing the complete proposal in PDF format.
- f. Proposers are advised that all CITY OF KEY WEST contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- a. Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF PROPOSALS:

- a. Proposals and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the Proposer, the date and hour of the Proposal opening and the Proposal number shall be placed on the outside of the envelope.
- b. Proposals must be submitted on the form furnished. Telecopy proposals will not be considered.
- c. Unless otherwise indicated, all City of Key West Proposals may be awarded on a line-item basis.
- d. Proposal prices must remain in effect for ordering up to three (3) months from proposal opening date.

4. REJECTION OF PROPOSALS:

- a. The CITY OF KEY WEST may reject proposals for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in his/her proposal, (3) if the proposal does not strictly conform to the law or is non-responsive to the proposal requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any proposal.

- 5. WITHDRAWAL OF PROPOSALS:**
- a. Proposals may not be withdrawn after the time set for the proposal opening for a period of time as specified in the Instruction to Proposers.
 - b. Proposals may be withdrawn prior to the time set for proposals opening. Such request must be in writing addressed to the City Clerk.
- 6. LATE PROPOSALS OR MODIFICATION:**
- a. Proposals and modifications received after the time set for the proposal opening will not be considered.
 - b. Modifications in writing received prior to the time set for the proposal opening will be accepted.
- 7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**
- a. Proposers shall comply with all local, state and federal directives, orders and laws as applicable to this Proposal and subsequent contract(s) including, but not limited to:
 - 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
 - 2. Minority Business Enterprises (MBE), as applicable to this contract.
 - 3. Occupational Safety and Health Act (OSHA), as applicable to this contract.
- 8. COLLUSION:**
- a. The Proposer by affixing his/her signature to this Invitation to Proposal, agrees to the following: "Proposer certifies that his/her proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
- 9. VARIANCE IN CONDITIONS:**
- a. Any and all special conditions and specifications attached hereto, which vary from General Conditions, shall have precedence.
- 10. APPROPRIATIONS CLAUSE:**
- a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.
- 11. CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS:**
- a. If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit to the Finance Director on or before ten calendar (10) days prior to scheduled opening a request for clarification. All such requests for

information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed proposal made or given prior to the award of the contract.

12. DISCOUNTS:

- a. Proposers may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for proposal evaluation proposed. Proposers are encouraged to reflect cash discounts in the unit price quoted.
- b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

- a. The contract will be awarded to the lowest responsive and responsible Proposer whose proposal, conforming to the Request for Proposal, is most advantageous to the City, prices and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the Proposer qualifies his/her proposal by specified limitations as provided in 4 (4).
- c. If two (2) or more proposals received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
- d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Proposal.
- e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful Proposer shall result in a binding contract without further action by either party.

14. LOCAL PREFERENCE:

- a. Pursuant to City Code 1.26 (d) the City of Key West policy of local preference is applied to proposals submitted by qualified local businesses.

15. DAMAGE:

- a. Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

- a. Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per Diem and travel expenses of public officers,

employees, and authorized persons) will be followed. (Not applicable to Lump Sum Proposals)

17. 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/her 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.

GENERAL CONDITIONS
TABLE OF CONTENTS

Article

DEFINITIONS

1. AS APPROVED
2. AS SHOWN, AND AS INDICATED
3. PROPOSER
4. CONTRACT DOCUMENTS
5. CONTRACTOR
6. CONTRACT COMPLETION
7. DAYS
8. DRAWINGS
9. ENGINEER
10. NOTICE
11. OR EQUAL
12. OWNER
13. PLANS
14. SPECIFICATIONS
15. NOTICE TO PROCEED
16. SUBSTANTIAL COMPLETION
17. WORK

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS
19. DISCREPANCIES & OMISSIONS
20. CHANGES IN THE WORK
21. EXAMINATIONS AND VERIFICATION OF CONTRACT DOCUMENTS
22. DOCUMENTS TO BE KEPT ON THE JOBSITE
23. ADDITIONAL CONTRACT DOCUMENTS
24. OWNERSHIP OF CONTRACT DOCUMENTS

THE ENGINEER

25. AUTHORITY OF THE ENGINEER
26. DUTIES & RESPONSIBILITIES OF THE ENGINEER
27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES
28. REJECTED WORK
29. LINES AND GRADES
30. SUBMITTALS
31. DETAIL DRAWINGS AND

Article

INSTRUCTIONS

THE CONTRACTOR & HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT
- 32 (a). ASSIGNMENT OF CONTRACT
33. SUBCONTRACTING
34. INSURANCE AND LIABILITY
 - A. GENERAL
 - B. CONTRACTOR & SUBCONTRACTOR INSURANCE
 - C. COMPENSATION & EMPLOYER'S LIABILITY INSURANCE
 - D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)
 - E. BUILDERS RISK ALL RISK INSURANCE
 - F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS
 - G. SURETY AND INSURER QUALIFICATIONS
35. INDEMNITY
36. EXCLUSION OF CONTRACTOR CLAIMS
37. TAXES AND CHARGES
38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS
39. CODES, ORDINANCES, PERMITS, AND LICENSES
40. SUPERINTENDENCE
- 40(a). CONTRACTOR'S RESPONSIBILITIES
41. RECEPTION OF ENGINEER'S COMMUNICATIONS
42. SAFETY
43. PROTECTION OF WORK AND PROPERTY
- 43(a). HISTORIC PRESERVATION
44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY
45. MATERIALS AND APPLIANCES
46. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS
47. SUBSTITUTION OF MATERIALS
48. TESTS, SAMPLES, AND OBSERVATIONS
49. ROYALTIES AND PATENTS
50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT
51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

Article

PROGRESS OF THE WORK

- 52. BEGINNING OF THE WORK
- 53. SCHEDULES AND PROGRESS REPORTS
- 54. PROSECUTION OF THE WORK
- 55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK
- 55(a). OWNER'S RIGHT TO STOP WORK
- 56. OWNER'S RIGHT TO DO WORK
- 57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT
- 58. DELAYS AND EXTENSIONS OF TIME
- 59. DIFFERING SITE CONDITION
- 60. LIQUIDATED DAMAGES
- 61. OTHER CONTRACTS
- 62. USE OF PREMISES
- 63. SUBSTANTIAL COMPLETION DATE
- 64. PERFORMANCE TESTING
- 65. OWNER'S USE OF PORTION OF THE WORK
- 66. CUTTING AND PATCHING
- 67. CLEANING UP

Article

PAYMENT

- 68. PAYMENT FOR CHANGE ORDERS
 - A. UNIT PRICE
 - B. LUMP SUM
 - C. COST REIMBURSEMENT WORK
- 69. PARTIAL PAYMENTS
 - A. GENERAL
 - B. ESTIMATE
 - C. DEDUCTION FROM ESTIMATE
 - D. QUALIFICATIONS FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED
 - E. PAYMENT
- 70. CLAIMS FOR EXTRA WORK
- 71. RELEASE OF LIENS OR CLAIMS
- 72. FINAL PAYMENT
- 73. NO WAIVER OF RIGHTS
- 74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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. PROPOSER

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

4. CONTRACT DOCUMENTS

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

5. CONTRACTOR

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

6. CONTRACT COMPLETION

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

7. DAYS

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

8. DRAWINGS

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof which shows the location, character, dimensions, and details of the work to be performed.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The Term "Engineer" means the Owner's Engineer, Owner's contracted Engineer, or its authorized representative.

9(a). PROJECT MANAGER

The person or organization identified as such in the Contract Documents. The Term "Project Manager" means the Owner's authorized representative overseeing the project for the City.

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. The Engineer will make determination of equality in reference to the project design requirements. 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.

Wherever in these Documents the word "Owner" appears, it shall be understood to mean the City of Key West whose address is 525 Angela Street, P.O. Box 1409, Key West, Florida 33041-1409.

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.

FEDERAL, STATE, COUNTY, AND LOCAL STANDARD SPECIFICATIONS

Where portions of the work traverse or cross federal, state, county, or local highways, roads, or streets, and the agency in control of such property has established standard specifications governing items of work that differ from these Specifications, the most stringent requirements shall apply.

The Contractor shall comply with all regulations and requirements of the State Highway Department and the County Road Department wherever the work traverses or crosses state or county highways.

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 Owner will give the Notice to Proceed within thirty (30) calendar days following the execution of the Contract.

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 seven (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 Proposal, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of Article LIMITATIONS ON ENGINEER'S RESPONSIBILITIES.

19. DISCREPANCIES AND OMISSIONS

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

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

- A. CONTRACT
- B. PROPOSAL
- C. CRITERION FOR DESIGN/BUILD: LAZY WAY RETAIL SHOP EXPANSION
- D. SPECIAL CONDITIONS
- E. SUPPLEMENTARY CONDITIONS
- F. REQUEST FOR PROPOSALS
- G. INSTRUCTIONS TO PROPOSERS
- H. GENERAL CONDITIONS
- I. SPECIFICATIONS
- J. 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. EXAMINATIONS 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/her 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 (1) 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/her 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/her 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/she will not make comprehensive or continuous review or observation to check quality or quantity of the work, and he/she 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/her 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. The Owner will make any necessary legal interpretation of the Contract Document. 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/her 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/her or his/her employees, such stakes, marks, and other information shall be replaced at the Contractor's expense.

It will be the Contractor's responsibility to layout the work and to transfer elevations from benchmarks. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facilities.

The Contractor shall furnish all surveys, labor, and equipment, including setting all alignment and gradient, grade stakes, batter boards, and everything necessary to lay out his/her work. The Contractor shall be responsible for maintaining and re-establishing at his expense, all control points. After completion of his construction, he shall reset all permanent monuments at their original locations and elevations.

The Engineer may check all layout work, and the Contractor shall furnish all necessary labor, equipment, and materials, and shall cooperate and assist the Engineer in making such checks.

The dimensions for lines and elevations for grades of the fuel system structures, appurtenances, and utilities will be shown on Drawings produced by the Contractor for the issuance of all required permits, together with other pertinent information required for laying out the work. If site conditions vary from those indicated, the Contractor shall notify the Engineer immediately, who will make any minor adjustments as required.

30. SUBMITTALS

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

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

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

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

for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

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

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

31. DETAIL DRAWINGS AND INSTRUCTIONS

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

THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

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

32. (a) ASSIGNMENT OF CONTRACT

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

33. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within ten (10) calendar days after the execution of the Contract, the Contractor shall submit to the Engineer the names of all Subcontractors proposed for the work, including the names of any Subcontractors that were submitted with the Proposal. The Contractor shall not employ any subcontractors to which the Owner may object to as lacking capability to properly perform work of the type and scope anticipated.

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

Nothing contained in the Contract Documents shall create any contractual relationship

between any Subcontractor and the Owner or Engineer.

34. INSURANCE AND LIABILITY

A. GENERAL

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

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

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

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

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

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

C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The Contractor shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the Contractor under Article **INDEMNITY**. Coverage for property damage shall be on a "broad

form" basis with no exclusions for "X, C & U". The amount of insurance to be provided shall be as specified in the Supplementary Conditions.

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

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

E. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the Contractor shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance Coverage in an amount equal to the full value of the facilities under construction. Deductible shall be no greater than \$5,000. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the result of faulty workmanship or design, and all other normally covered risks, and shall provide losses to be paid to the Contractor, Owner, and Engineer as their interests may appear.

The Owner and Engineer, their officers, agents, and employees shall be named as additional insureds on the Contractor's and any subcontractors Builders Risk All Risk insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the Engineer, the Owner, the Contractor, and their respective officers, agents, employees, and subcontractors.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

G. SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. If requested, Contractor shall provide proof of Florida Licensure for all insurance companies.

35. INDEMNITY

- A. Contractor shall indemnify and hold harmless the Owner, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Except as specifically provided herein, this Contract does not require Contractor to indemnify the Owner, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against the Owner by reason of any such claim or demand, Contractor shall, upon written notice from the Owner, resist and defend such action or proceeding by counsel satisfactory to the Owner.
- B. The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the Owner's option, any and all claims of liability and all suits and actions of every name and description covered by Part A of this section above which may be brought against the Owner whether performed by Contractor, or persons employed or utilized by Contractor.

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. PERMIT FOR WORK WITHIN LOCAL RIGHTS-OF-WAY

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

B. NOISE ORDINANCE

The Contractor shall comply with the City of Key West Noise Ordinance.

C. LICENSES

Proposer must represent that he holds all applicable state, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents before he may proposal on the project.

The following licenses and certificates are required as a minimum:

- A. All licenses or certificates required by federal, state or local statutes or regulations.
- B. A valid occupational license issued by the City of Key West, if required.
- C. A valid Certificate of Competency issued by the Building Official of the City of Key West which shall remain valid throughout the time period of the Contract, if required.

Further, the successful Proposer must, within ten (10) calendar days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 91 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

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.

40(a). CONTRACTOR'S RESPONSIBILITIES:

- A. The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is in his opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer. Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.
- B. The Contractor shall provide qualified personnel to assist the Engineer in making field checks, measurements, asbuilt checks, inspection, test runs, and the necessary quality check work related to the project work. An english speaking superintendent or foreman shall be onsite at all times.
- C. The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State and County Boards of Health. He shall commit no public nuisance.
- D. The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of the residents along and adjacent to the work in a manner satisfactory to the Engineer. Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials and equipment on site.
- E. Unless otherwise expressly stipulated herein, the use of explosives is not contemplated in the prosecution of the Contract, and in no case will their use be permitted within a municipality without the written permission of the City Engineer and a permit issued by the Chief of the Fire Department. Where such permission for the use of explosives is obtained, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed the size and number of charges shall be reduced. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly, "DANGEROUS EXPLOSIVES", and shall be in care of competent watchmen

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. The Engineer shall determine the time and place for these meetings, and the names of persons required being present. The Contractor shall comply with these attendance requirements and shall also require his/her 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/herself 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 hi/hers 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. OWNER'S RIGHT TO STOP WORK

If the Contractor or Subcontractor fails to provide adequate safety provisions as required by the Contract Documents the Owner has the right to stop all construction work at the location with inadequate safety provisions until adequate provisions are in place. The Owner shall not be liable for any delays caused by the

Contractor's failure to provide and maintain required safety provisions.

B. CLEANUP PROCEDURES FOR HURRICANE WARNINGS AND HURRICANE WATCH

In the event the National Oceanographic and Atmospheric Administration (NOAA) issues a Tropical Storm Watch or a Hurricane Watch for the Keys the Engineer will Contact the Contractor informing him that the Watch has been established. Within four (4) hours of the notice the Contractor shall provide the Engineer with a written plan and schedule describing how and when the Contractor will remove all unnecessary items from the work area and tie down all necessary supplies and barricades in the event a Tropical Storm Warning or a Hurricane Warning is issued. The Contractor shall remove all unnecessary items from work areas and shall tie down all movable objects (under 200 lbs.) The Engineer will determine "necessary" items. The Owner shall not be liable for any financial hardship or delays caused as a result of demobilization or remobilization of work due to the above.

C. 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/her 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/her 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.

43(a). HISTORIC PRESERVATION

The Contractor shall comply with Florida Historical Resources 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 that 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, which 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.

The Engineer may order re-examination of questioned work, and, if so ordered, the Contractor shall uncover the work. 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 three (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 thirty (30) calendar days after it is due, or if the Owner should fail to pay the Contractor within thirty (30) calendar 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 two (2) year after the date of final acceptance of the work or within two (2) year after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment, which are remedied as a result of obligations of the warranty, shall subject the remedied portion of the work to an extended warranty period of two (2) year 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.

Unless specifically authorized by the Engineer, work shall not be performed during the Goombay Festival, Fantasy Fest, Thanksgiving, or Christmas.

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.

55(a). OWNER'S RIGHT TO STOP WORK

If the Contractor or any subcontractor should fail to provide adequate safety provisions required by the Contract Documents, including but not limited to maintenance of traffic, trench safety devices and procedures, safety fencing, barricading, signage or unsafe work practices, the Owner has the right to issue a Stop Work Notice and stop all construction work at the location with the inadequate safety provisions until such time that adequate safety provisions are in place. The Owner shall not be liable for delays caused by the Contractor's failure to provide and maintain required safety provisions. No extension of time will be granted to the Contractor for delays occurring due to a Stop Work Notice.

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 ten (10) calendar days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under Contract, or otherwise, take over that portion of the work which has been improperly or non timely executed, and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

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

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

58. DELAYS AND EXTENSION OF TIME

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

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

Delays in delivery of equipment or material purchased by the Contractor or his Subcontractors, including Owner-selected equipment shall not be considered as a just cause for delay, unless the Owner determines that for good cause the delay is beyond the control of the Contractor. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

59. DIFFERING SITE CONDITIONS

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

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

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

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

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

60. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, or any part thereof in the time agreed upon in each Work Order or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays, and legal holidays included, that project outlined in each Work Order remains uncompleted after the Work Order completion date. Liquidated damages shall be assessed individually against each Work Order. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate, as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate of the costs that 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 that have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or Surety.

61. OTHER CONTRACTS

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

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

62. USE OF PREMISES

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

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

63. SUBSTANTIAL COMPLETION DATE

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

64. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the Engineer. Such testing will be scheduled 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 prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, material, rentals, approved services, overhead, and profit. Owner may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

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

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

A. UNIT PRICES

Those unit prices stipulated in the Proposal shall be utilized where they are applicable. In the event the Change Order results in a change in the original quantity that is materially and significantly different from the original proposal 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 one hundred (100) dollars.

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

In addition to items 1 through 5 above, an added fixed fee for general overhead and profit

shall be negotiated and allowed for the Contractor (or approved Subcontractor) actually executing the Cost Reimbursement work.

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

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

Valid copies of vendors' invoices shall substantiate material charges. 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.

The Owner will make payment to the Contractor within forty five (45) calendar days upon receipt of the written recommendation of payment from the Engineer.

The Engineer will, within seven (7) calendar days after receipt of each request for payment, both 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 seven (7) calendar 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, ten (10) percent of the amount earned for work satisfactorily completed. A deduction and retainage of ten (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 fifty (50) percent complete, the Owner may reduce the retainage to five (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 ten (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 that are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than two hundred (200) dollars 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 forty five (45) calendar 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 costs, 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 ten (10) calendar 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 for that Work Performed. The Contractor shall be responsible for keeping an accurate and detailed record of his actual construction. Upon completion of construction and before final acceptance and payment, the Contractor shall furnish the Engineer record drawings (if applicable) of his construction. Upon receipt of a request for final payment and the record drawings, the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article 71. RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

73. NO WAIVER OF RIGHTS

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

74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

SUPPLEMENTARY CONDITIONS

REVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Add the following:

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the Owner's representative overseeing the project for the City.

ARTICLE 34 "INSURANCE AND LIABILITY", SUBARTICLE C "COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE"

Add the following:

Provide Employer's Liability Insurance in an amount not less than \$1,000,000

ARTICLE 34 "INSURANCE AND LIABILITY", SUBARTICLE D "GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)"

Add the following:

1. Comprehensive General Liability: Shall be minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include Premises and/or Operations; Independent Contractors; Products and/or Completed Operations; Broad Form Property Damage, XCU, and Contractual Liability endorsement.
2. Business Automobile Liability : Shall have minimum limits of \$1,000,000 per occurrence, Combined Single limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non- Owned Vehicles, and Employee Non – Ownership.

This insurance may be in any arrangement of primary, secondary, or umbrella/excess policies that promise no less than the stated amounts of coverage, provided there are no gaps in coverage.

ARTICLE 34 "BUILDERS RISK ALL RISK INSURANCE"

Builders Risk All Risk Insurance is not required as part of this contract.

ARTICLE 35 "INDEMNITY"

Add the following: The obligation of the Contractor under this Article shall be limited to the contractual liability as specified in the Supplementary Conditions, Article INSURANCE AND LIABILITY.

PART 3

PROJECT PROGRAM

CRITERION FOR DESIGN/BUILD LAZY WAY RETAIL SHOP ADDITION

The proposed Lazy Way Retail Shop addition (conceptual plan attached) shall match the character and style of existing Lazy Way shops and all construction shall meet all South Florida Building Codes. In addition, the following components will be part of the new construction:

- Full face glass French door on existing construction front to match others,
- Counter opening for tickets sales on the front of the new construction, sliding shutters to cover opening to match existing Thompson Fish House shutters,
- Single solid wood door where the existing side sliding door is located (allows new area to be locked out of existing section),
- New sliding access door on the new construction side (it shall be constructed to match the sliding shutters on the Thompson Fish House),
- New poured concrete floor for both the new construction and existing construction areas to level both sides and prevent flooding,
- New construction inside walls will be left with exposed studs,
- Typical lighting (including exit signs and safety lighting per code) and electric with separate meter to new construction (number of outlets on new walls per code-maximum spacing for outlets 12', new ceiling lights, and lighting on the outside – motion light on side and nautical themed lights on new and existing front), include ADA compliant smoke detectors and strobes,
- New area shall be wired for phone per code.
- The Contractor will be required to provide stormwater retention as part of this project. Contractor will follow the guidelines as outline in the Stormwater Retention form in the City's Building Department

Contractor will be required to submit conceptual drawings to staff for approval prior to completion of construction and permitting drawings. Contractor will be required to make all necessary repairs or modifications to existing building in order to construct new addition.

Additionally, all proposers will be required to accomplish the following:

- Secure all Federal, State, and Local permits for project with City assistance

Attached is a conceptual drawing of the proposed addition. The Proposer is encouraged to be creative in the design/build process while adhering to the basic design concept as described above.

Award of a contract will be made to the most qualified proposer, taking into consideration such factors as price, the experience of the proposer and his/her staff, the quality of the system proposed, and the type of construction to be utilized. Proposals that do not contain the above in

sufficient detail will be considered non-responsive. Proposers are encouraged to submit visual aids to assist in the selection process by management.