

SELECTIVE DEMOLITION SPECIFICATIONS

for

The City of Key West City Hall at Glynn Archer School



December 10, 2013

Submitted by:

Bert L. Bender

Bender & Associates ARCHITECTS p.a.

410 Angela Street Key West, FL 33040 305/296-1347



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PART 2 - BIDDING REQUIREMENTS

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. ITB 14-007
KEY WEST CITY HALL AT GLYNN ARCHER,
PHASE 1 - SELECTIVE DEMOLITION

ISSUE DATE: DECEMBER 10, 2013

MANDATORY
PRE BID CONFERENCE: JANUARY 7, 2014 AT 11:00 AM (ATTENDANCE IS
MANDATORY FOR ALL BIDDERS)
CONTACT: MICHAEL VIEUX - 305-809-3964
OR S. SNIDER - 305-809-3815

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: JANUARY 22, 2014

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

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

INVITATION TO BID

Sealed Bids addressed to the City of Key West (CITY), for the Invitation to Bid (ITB) # **14-007 Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition** will be received at the office The Clerk of the City of Key West at 3126 Flagler Ave, Key West, Florida 33040, until 3:00 p.m., local time, on January 22, 2014 and then will be publicly opened and read. Any Bids received after the time and date specified will not be considered.

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

- The project consists of the demolition of the existing Cafeteria Building, selective demolition of portions of the existing historic Glynn-Archer School, salvage of designated elements, limited sitework including demolition of parking, hardscape and related work indicated in the Drawings and Specifications.

Drawings and Specifications may be obtained from DemandStar by Onvia or from the City of Key West website (www.keywestcity.com). Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

Each Bid must be submitted on the prescribed forms and accompanied by Bid security. Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state in an amount not less than five percent of the amount of the Bid or BID. 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 2 flash drives in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "**ITB # 14-007 Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition**", and addressed to the City Clerk.

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

The successful Bidder 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 Bidder 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 Business Tax Receipt issued by the City of Key West.

All Bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his/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 the apparent lowest, qualified Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Michael Vieux, Senior Construction Manager at (305) 809-3964.

Prior to award by the CITY the successful Bidder must be able to prove that Bidder held State Licenses prior to submittal of Bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder must be able to prove that Bidder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Bid document. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The CITY may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary, (6) if such rejection is in the best interest of the CITY, or (7) if, in the opinion of the City, any or all of the submitted and/or verified qualifications fail to meet the standards set forth in these ITB documents, taken as a whole. The CITY may also waive any minor informalities or irregularities in any Bid.

STATEMENT OF NO BID #14-007

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY TO:

CITY OF KEY WEST
FINANCE DEPARTMENT
P.O. BOX 1409
KEY WEST, FLORIDA 33040
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- Insufficient time to respond to Invitation to Bid
- Do not offer this product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (please explain below)
- Remove us from your "Bidder Mailing List"
- Other (Please specify below)

We understand that if a "No Bid" statement is not returned, our name may be removed from the Bidder's list of the City of Key West.

COMPANY
NAME: _____

AUTHORIZED
AGENT: _____

COMPANY
ADDRESS: _____

DATE: _____ TELEPHONE: _____

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS FORMAT

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

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.

DOCUMENT INTERPRETATION

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

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

2. DESCRIPTION OF THE PROJECT

The work to be completed for this project can be found in Section 4. The Bidder will be required to complete all work as specified.

3. QUALIFICATION OF CONTRACTORS

Bidders 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. BIDDER'S UNDERSTANDING

Each Bidder 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(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Bid Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and construction or worksite conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to Bid opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager 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 Engineering, 3140 Flagler Ave, 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 Bidders.

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

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

5. TYPE OF BID

A. LUMP SUM

The Bid for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each part of the project in the Bid and a Schedule of Values shall be included with the Bid. The total amount to be paid the Contractor shall be the amount of the Lump Sum Bid as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project or by actual number of units used in construction. 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.

B. PREPARATION OF BIDS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. 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 Bid shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published ITB.

Bidders shall not submit unbalanced Bids as requested in the breakdown of Bids.

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

SIGNATURE

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If 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

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

SPECIAL BIDDING REQUIREMENTS

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

ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

- Bid Form including detail schedule of values,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- Local Vendor Certification
- Equal Benefits for Domestic Partner Affidavit
- Cone of Silence Affidavit
- At least three (3) 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 Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.
- All Bidders shall include with their Bid package their complete Bid on two flash drives with a single PDF format file of the bid on each flash drive. (two flash drives are required with the Bid)

Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

7. STATE AND LOCAL SALES AND USE TAX

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 unless stated differently in these documents. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original, one copy, and 2 flash drives are required.

9. MODIFICATIONS OR WITHDRAWAL OF BIDS

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

10. BID 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.

Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state.

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract or at the discretion of the Project Manager, the Owner will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within sixty (60) days after the opening of the Bids.

Bid 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 Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The Owner reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that the CITY OF KEY WEST deems to be in the best interest of the Owner.

13. BASIS OF AWARD

The Owner on the basis of that Base Bid will make the award from the lowest, responsive, qualified Bidder that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 14 calendar days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within 14 calendar days after receiving the signed Contract, with acceptable insurance from the successful Bidder, 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 Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the 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 Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

16. (This paragraph left blank intentionally)

17. TIME OF COMPLETION

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within NINETY (90) calendar days after the date of the Notice to Proceed complete the project.

18. PAYMENT TERMS

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

19. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

20. **BASE BID AND BID ALTERNATES**

The Bidder will submit a **base bid** using the following criteria:

Total Bid Price for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead and profit required to complete the Work in accordance with the Contract Documents.

The bidder will provide cost adjustments for "**Bid Alternate**" items as follows:
(No Bid Alternates)

21. **UNFORESEEN CONDITIONS ALLOWANCE**

The Unforeseen Conditions Allowance included in the award amount is specifically to cover Field Change Directives that do not constitute a change in scope for the project.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid 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, Business Tax Receipt – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.
- Building Contractors License
- Building/Demolition Permit(s)
- Asbestos Abatement Contractor License

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

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 Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West

Address: 3126 Flagler Ave, Key West, Florida 33040

Project Title: Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition

Project: ITB # 14-007

BIDDER'S INFORMATION

Company Name: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

Signature: _____ **Date:** _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/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, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid 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.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within NINETY (90) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

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

SALES AND USE TAXES

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

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 Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor 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 BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder 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 Bid will be awarded on total Bid amount with or without any and all Alternate Bid items as determined to be in the best interests of the City. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #14-007

Base Bid Lump Sum Price* \$ _____ B1

Base Bid Total in Words:

_____ **U.S. Dollars**

Base Bid = Basis of Award. In the event of a discrepancy, the Base Bid amount in words shall take precedence.

Unforeseen Conditions Allowance \$ **50,000.00** C1

Award Total \$ _____ T

To be completed by Owner upon award. Base bid + Unforeseen Conditions Allowance

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not deemed sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

SUBCONTRACTORS

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

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

Email Address _____

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

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

Name

Title

If Corporation

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

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____,
20__.

Signature of Bidder _____

Title _____

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 or its Bid or Bid for:

_____ said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE for the furnishing of 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 Bid and the detailed Specifications entitled:

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid bond in the amount of five (5) percent of the base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the 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, _____ 20__.

PRINCIPAL

By _____

SURETY

Attorney-In-Fact

SWORN STATEMENT UNDER SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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 and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature
in the

(Name of individual signing)

space provided above on this _____ day of _____, 20__.

My commission expires:

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Insurance

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

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$3,000,000	Occurrence/Aggregate

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

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

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

If the work is being done on or near a navigable waterway, CONTRACTOR's Workers' Compensation policy shall be endorsed to provide **USL&H Act (WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice

endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

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

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE:

MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

FLORIDA TRENCH SAFETY ACT COMPLIANCE

Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to the these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____

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 space,

provided above on the _____ day of _____, 20__.

Notary Public

(Seal)

MY COMMISSION EXPIRES: _____

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Bid Form filled in, using black ink.
3. Total and unit prices added correctly.
4. Addenda acknowledged.
5. Mandatory Site Visit Attended.
6. Subcontractors are named as indicated in the Proposal.
7. Experience record included.
8. Bid signed by authorized officer.
9. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
10. Key West Indemnification Form signed by authorized officer.
11. Bidder familiar with federal, state, and local laws, ordinances, rules and

- regulations affecting performance of the work. []
12. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. []
13. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, two (2) copies and two (2) USB drives containing a single complete PDF file. []
14. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. []
15. Schedule of Values. []
16. Bidder must provide satisfactory documentation of State Licenses []
17. Anti-Kickback Affidavit. []
18. Cone of Silence Affidavit. []
19. Public Entity Crimes. []
20. Local Vendor Certification. []
21. Florida Trench Safety Form signed by authorized officer. []
22. Non-Collusion Declaration and Compliance. []
23. Declaration of Compliance 2-799 Equal Benefits for Domestic Partners []

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: _____

F.A.P. NO.:

PARCEL NO.:

COUNTY OF:

BID LETTING OF: _____ , _____

I, _____,

hereby

(NAME)

declare that I am _____ of _____

(TITLE)

(FIRM)

Of _____

—

(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently , without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or a greement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been pr omised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____

NAME AND TITLE PRINTED

WITNESS: _____

BY: _____

SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT

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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
 - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
 - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

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

By _____, of _____

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

or has produced _____ as identification

(type of identification)

Signature of Notary

Return Completed form with

Print, Type or Stamp Name of Notary

Supporting documents to:

City of Key West Purchasing

Title or Rank

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
 - (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
 - (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor,

professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

- (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
- (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's

employee benefits plan, to the city's procurement director prior to entering into such covered contract.

- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
- a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

ORDINANCE NO. 13-11

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES ENTITLED "ADMINISTRATION" BY ADDING SECTIONS 2-773, "CONE OF SILENCE" TO PROVIDE FOR LIMITATIONS AND PROCEDURES REGARDING COMMUNICATIONS CONCERNING CITY ISSUED COMPETITIVE SOLICITATIONS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West finds that that transparency, fairness and integrity in the competitive solicitation process is best served by limiting potential bidders, proposers or service providers from communicating with City officials, employees or selection committee members; and

WHEREAS, an amendment to add 'cone of silence' provisions to the Code of Ordinances will promote the welfare of the citizens and visitors of the City of Key West.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That Section 2-773 of the Code of Ordinances is hereby added as follows*:

Sec. 2-773. Cone of silence.

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) Competitive Solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

(3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank, select,

*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

(5) Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications.

A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

(1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

(3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

(2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation;

- (3) Oral communications at duly noticed pre-bid conferences;
- (4) Oral presentations before publically noticed evaluation and/or selection committees;
- (5) Contract discussions during any duly noticed public meeting;
- (6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- (7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure

(1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the

Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

(3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

Section 2: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 3: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 4: This Ordinance shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held this day of June 4, 2013.

Read and passed on final reading at a regular meeting held this day of June 18, 2013.

Authenticated by the presiding officer and Clerk of the Commission on 19 day of June, 2013.

Filed with the Clerk June 19, 2013.

ATTEST

Cheryl Smith
CHERYL SMITH, CITY CLERK

Craig Cates
CRAIG CATES, MAYOR

Sec. 2-773. Cone of Silence

(a) **Definitions.** For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) **Prohibited Communications:** A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each

Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

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PART 3 - CONTRACT FORMS



Notice of Award

Date

Company

Attention:

Address

City, State, Zip

Project: **Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition**

Dear:

At a meeting of the Key West City Commission held on _____, 20__, your firm, _____ was awarded the contract for **Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition** for a total contract amount of \$_____.

Enclosed please find three (3) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable. Please provide Performance and Payment Bonds in an amount equal to 100% of the contract value. Builders Risk is also required as part of this contract. The attached Performance and Payment Bonds boiler plates may be used or the Contractor may submit their own equivalent bond forms.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3943.

Sincerely,

Michael Vieux

Senior Construction Manager

SAMPLE CONTRACT

This Contract, made and entered into this _____ day of _____ 20__, by and between the **CITY**, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the **PROJECT: Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition**, to the extent of the BID made by the Contractor, dated this _____ day of _____ 20__, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of _____ are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within the time specified in the Contract, and to

accept as full payment hereunder the amounts as determined by the Contract Documents and based on the said Bid.

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

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within three hundred sixty five (365) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of twenty-five hundred dollars (\$2,500) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____ day of _____ 20__.

Attest:

By:

Cheryl Smith, City Clerk

Bogdan Vitas, Jr., City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

PERFORMANCE BOND

BOND NO.

AMOUNT: \$

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

with offices at _____

hereinafter called the CONTRACTOR (Principal), and

with offices at _____

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

_____ DOLLARS (\$ _____), lawful money

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

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

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

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

PAYMENT BOND

BOND NO.

AMOUNT: \$

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

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of: _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for _____ attached hereto, with the CITY, dated _____, 20____, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if

any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

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

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

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

NOTICE TO PROCEED

Date

Company

Attention:

Address

City, State, Zip

Project: Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition

You are hereby notified to commence work on _____, 20__ in accordance with the Contract made with the City of Key West on the _____ day of _____ 20__. The work shall be completed within _____ days (_____) from the above date.

Sincerely,

Michael Vieux

Senior Construction Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the _____ day of _____, 20__.

CONTRACTOR: _____

By: _____

Title: _____ Date: _____

Please return one (1) copy of this notice to:

Michael Vieux, Senior Construction Manager

City of Key West-Engineering

3140 Flagler Ave

Key West, FL 33040

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PART 4 - CONDITIONS OF BID

CONDITIONS OF BID
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Response Form is to be used, other forms may be rejected.
- b. All information required by the Bid form shall be furnished. The BIDDER shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- c. Bid delivery time must be shown and shall include Sundays and holidays.
- d. BIDDER shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- e. All Bids shall be submitted in original plus one copy and 2 flash drives containing the complete Bid in PDF format.
- f. BIDDERS 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. Bids will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

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

4. REJECTION OF BIDS:

- a. The CITY OF KEY WEST may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary, (6) if such rejection is in the best interest of the CITY, or (7) if, in the opinion of the CITY, any or all of the submitted and/or verified qualifications fail to meet the standards set forth in these ITB documents, taken as a whole. The CITY may also waive any minor informalities or irregularities in any Bid.

5. WITHDRAWAL OF BIDS:

- a. Bids may not be withdrawn after the time set for the Bid opening for a period of time as specified in the Instruction to BIDDERS.
- b. Bids may be withdrawn prior to the time set for Bids opening. Such request must be in writing addressed to the City Clerk.

6. LATE BIDS OR MODIFICATION:

- a. Bids and modifications received after the time set for the Bid opening will not be considered.
- b. Modifications in writing received prior to the time set for the Bid opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. BIDDERS shall comply with all local, state and federal directives, orders and laws as applicable to this Bid 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 BIDDER by affixing his/her signature to this Invitation to Bid, agrees to the following: "BIDDER certifies that his/her Bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a Bid 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 BID SPECIFICATIONS:

- a. If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications or other Bid 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 Bid, 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 Bid made or given prior to the award of the contract.

12. DISCOUNTS:

- a. BIDDERS may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for Bid evaluation proposed. BIDDERS 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 BIDDER whose Base Bid, conforming to the Request for Bid, 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 BIDDER qualifies his/her Bid by specified limitations as provided in 4 (4).
- c. If two (2) or more Bids 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 Bid.
- e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful BIDDER shall result in a binding contract without further action by either party.

14. LOCAL PREFERENCE:

- a. Pursuant to City Code Section 2-798 the City of Key West policy of local preference is applied to Bids submitted by qualified local businesses.

15. DAMAGE:

- a. Successful BIDDER(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 Bids)

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.

SECTION 003100

AVAILABLE PROJECT INFORMATION

PART 1 - GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:
- B. Site Survey: Entitled "Boundary Survey, Glynn Archer School", dated June 8, 1998 (revised July 12, 2013).
 - 1. This survey identifies existing structures, building heights, concrete and asphalt paving, trees, and grade elevations.
 - 2. A copy of the site survey is attached to the drawings.
- C. Geotechnical Reports:
 - 1. Geotechnical Report: Entitled "Report of Geotechnical Exploration, Glynn Archer School City Hall Conversion", dated July 18, 2013.
 - a. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of Architect.
 - b. The recommendations described shall not be construed as a requirement of this Contract, unless specifically referenced in the Contract Documents.
 - c. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Sum accruing to Owner.
 - d. A copy of the geotechnical report is attached to this section (see Attachment 1).
 - 2. Geotechnical Exploration and Foundations Report: Entitled "Geotechnical Exploration Concrete Core Testing and Foundation Excavations", dated August 2012.
 - a. This report identifies properties of below grade conditions.
 - b. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Sum accruing to Owner.
 - c. A copy of the geotechnical exploration and foundations report is available at the office of the Owner.
- D. Hazardous Material Survey Reports:
 - 1. Asbestos-Containing Materials Report: Entitled "Scope of Work for Pre-Demolition Removal of Nonfriable Asbestos-Containing Flooring and Roofing Materials, Glynn Archer Elementary School Complex", dated September 24, 2013.
 - 2. Lead-Based Paint Report: Entitled "Limited Lead-Based Paint Inspection Report for Glynn R. Archer Elementary School Complex", dated August 17, 2012.
 - 3. Indoor Air Quality Report: Entitles "Due Diligence Indoor Air Quality (IAQ)/Building Materials Assessment Glynn Archer Elementary School Complex

(City Hall Planning Project) Buildings A, B and Auditorium: Exploratory Engineering Studies”; dated September 6, 2013.

4. A copy of each hazardous material survey report is attached to this section (see Attachments 2, 3 and 4).

E. Existing Conditions Reports:

1. Structural Condition Review Report: Entitled “Structural Review, Key West City Hall and Glynn Archer”, dated June 20, 2013.
2. Concrete Examination Report: Entitled “Concrete Radiographic Examination & Ground Penetration Radar Investigation, Glynn Archer School”, dated August 17, 2012.
3. A copy of each existing conditions report is attached to this section (see Attachments 5 and 6).

F. Arborist Assessment of Trees Report:

1. Arborist Assessment of Trees Report: Entitled "Arborist Assessment of Trees, Former Glynn Archer Elementary School Site", dated November 20, 2013.
2. A copy of the arborist assessment of trees report is attached to this section (see Attachment 7).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachments:

- Attachment 1: Geotechnical Report (65 pages).
- Attachment 2: Asbestos-Containing Materials Report (29 pages).
- Attachment 3: Lead-Based Paint Report (73 pages).
- Attachment 4: Structural Condition Review Report (20 pages).
- Attachment 5: Concrete Examination Report (15 pages).
- Attachment 6: Indoor Air Quality Report (16 pages).
- Attachment 7: Arborist Assessment of Trees Report (17 pages).

REPORT OF GEOTECHNICAL EXPLORATION

**GLYNN ARCHER SCHOOL CITY HALL CONVERSION
1300 WHITE STREET
KEY WEST, FLORIDA**

- PREPARED FOR -

BENDER AND ASSOCIATES, ARCHITECTS, P.A.

- Prepared By -

***AMEC ENVIRONMENT & INFRASTRUCTURE, INC.
3901 CARMICHAEL AVENUE
JACKSONVILLE, FLORIDA 32207***



AMEC PROJECT NO. 6734-13-9720

IMPORTANT NOTICE

This report was prepared exclusively for Bender & Associates Architects, P.A. by AMEC Environment & Infrastructure, Inc. (AMEC). The quality of information, conclusions and estimates contained herein is consistent with the level of effort involved in AMEC's services and based on: i) information available at the time of preparation, ii) data supplied by outside sources and iii) the assumptions, conditions and qualifications set forth in this report. This report is intended to be used by Bender & Associates Architects, P.A. only, subject to the terms and conditions of its contract with AMEC. Any other use of, or reliance on, this report by any third party is at that party's sole risk.



July 18, 2013

Mr. Bert L. Bender, Architect, LEED AP
Bender and Associates, Architects, P.A.
1300 White Street
Key West, Florida 33040

Subject: Report of Geotechnical Evaluation
Glynn Archer School City Hall Conversion
1300 White Street
Key West, Florida
AMEC Project No. 6734-13-9720

Dear Mr. Bender:

AMEC Environment and Infrastructure, Inc. (AMEC), has performed a geotechnical exploration for the subject project in general accordance with our Revised Proposal No. 13PROPJAXV, Task 058, Rev. 1, dated March 4, 2013. You provided authorization for our services on April 24, 2013. This report supersedes our draft report issued on July 12, 2013.

In summary, the subsurface conditions in the area of the existing building to a depth of at least 20 feet consisted of about 1 to 1½ feet of fine sand over the Miami Limestone formation. The Miami Limestone consists of soft to medium, tan-white porous oolitic limestone. The groundwater table was encountered at a depth of about 4 feet below the existing ground surface, and is tidally influenced.

A total of eight unconfined compression tests were performed in the laboratory to estimate the unconfined compressive strength and elastic modulus of intact core samples so that the bearing capacity and settlement potential of shallow foundations could be estimated. The results of this analysis indicate that an allowable bearing pressure of up to 8 ksf may be used to design shallow foundations bearing within the upper few feet of the Miami Limestone.

We have enjoyed assisting you and look forward to serving as your geotechnical and construction materials testing consultant on the remainder of this project and on future projects. If you have any questions concerning this report, please contact us.

Sincerely,

AMEC ENVIRONMENT AND INFRASTRUCTURE, INC.
Florida Board of Professional Engineers Certificate of Authorization No. 5392

Kirk A. McIntosh, P.E., D.GE.
Senior Principal
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File (1)

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APPENDIX

Site Location Map
Field Exploration Plan
Generalized Subsurface Profile
Soil Test Boring Records
Double Ring Infiltrometer Test Results
Field Percolation Test Results
Unconfined Compression Tests
Grain Size Distribution Results
Field and Laboratory Procedures
Key to Symbols and Descriptions
Photo Documentation of Drilling Operations

1.0 PROJECT INFORMATION AND STRUCTURAL CONDITIONS

The purpose of this evaluation was to determine the strength and compressibility characteristics of the Miami Limestone in order to evaluate the bearing capacity of the existing near-surface limestone formation relative to shallow foundations. This report briefly describes the field and laboratory testing activities and presents the findings.

Project information was provided by you, by Mr. Allen Perez of Perez Engineering & Development, Inc., and by Mr. Mark Keister of Atlantic Engineering Services (AES) during the period of February 10 to July 12, 2013. We were provided with the following documents:

- Report of Geotechnical Exploration, Concrete Core Testing, and Foundation Excavations
Glynn Archer School Building
1300 White Street
Key West, Florida
Prepared by: Nutting Engineers of Florida, Inc.
Dated: August 10, 2012
- Schematic Site Plan, First Floor Plan, and Second Floor Plan
Glynn Archer School
Key West, Florida
Prepared by: Bender and Associates, Architects, P.A.
Dated: August 23 to September 29, 2010
- Design Charette-Structural Condition Review
Key West City Hall at Glynn Archer
Key West, Florida
Prepared by: Atlantic Engineering Services
Report Dated: June 20, 2013

As shown on the Site Location Map in the Appendix, the existing school building is located within the area bounded by United Street to the north, White Street to the east, Seminary Street to the south, and Grinnell Street to the west, in Key West, Florida.

The existing Glynn Archer School was constructed in two phases in 1923 and 1927, and will be converted into a City Hall building for the City of Key West, Florida. The project will involve the removal of existing wood-framed interior walls, and replacement with steel framing; therefore, some existing perimeter wall footings will be widened to support the additional loading. We understand that existing continuous wall footings are 36 to 42 inches wide, and that existing column footings are 32 inches square. Existing shallow foundations bear at least 2½ feet below ground surface. We understand that the existing shallow foundations have performed satisfactorily.

Based on a conversation with Mr. Keister, we understand that existing perimeter wall footings are currently supporting a bearing wall load of about 9 klf. The anticipated new wall loading will be on the order of 12 klf. The perimeter wall footings will be widened to support the additional load imposed by hollow-core floor slabs. In the interior of the existing building, new spread footings will be constructed to support new columns. The new columns will support loads of up to 210 kips, and will bear about 3 feet below existing grade.

The furnished Nutting Engineers report included the results of four exploratory borings drilled to a depth of 25 feet each. The borings encountered oolitic limestone (known as the Miami Limestone formation) at a depth range of about 1½ to 25 feet below grade. In their report, Nutting provided an allowable bearing pressure of at least 4,000 psf for footings bearing on the Miami Limestone.

2.0 FIELD EXPLORATION AND LABORATORY TESTING

2.1 Field Exploration

In order to obtain samples of the existing limestone formation for laboratory strength testing, four core/Standard Penetration Test (SPT) borings were drilled to a depth of 20 feet each around the perimeter of the existing building. The borings were initiated by auger drilling to the top of the limestone formation, which was typically encountered at a depth range of about 1 to 1½ feet. Upon reaching the Miami Limestone, a 4-inch diameter core barrel was used to core approximately 10 feet of the limestone—typically in two, 5-foot long core runs. After 10 feet of coring was completed, the remainder of each boring was performed using rotary wash drilling along with standard penetration testing. An extra SPT sample was obtained at a depth range of 11 to 12.5 feet in each boring. All standard penetration tests were performed using an automatic hammer having a calibrated efficiency of about 87 percent.

In addition to the core/SPT borings, one constant-head, open-hole hydraulic conductivity test (designated P-1) was performed to a depth of 9.5 feet below ground surface. A section of 6-inch diameter PVC pipe was installed into an 8-inch diameter borehole in order to perform this test. A double-ring infiltrometer test (designated DRI-1) was performed at a depth of 4 inches below grade.

The approximate boring and drainage test locations are shown on the Field Exploration Plan in the Appendix. The borings were drilled by Independent Drilling, Inc. (IDI) working under subcontract to AMEC. A geologist from AMEC observed and documented the drilling operations on a full-time basis, and performed the drainage tests with assistance from IDI. The boring locations were selected by a geotechnical engineer from our office and were established in the field by our personnel using a measuring tape, and should be considered approximate. The drainage test locations were determined by Mr. Perez.

The Soil Test Boring Records, in the Appendix, graphically show the penetration resistances and groundwater levels, and present the soil and rock descriptions for each SPT boring. The stratification lines and depth designations on the boring records represent the approximate boundaries between soil and rock types. In some instances,

the transition between soil and rock types may be gradual. The results of the drainage tests are presented on the Double-Ring Infiltrometer Test Results sheet and the Field Percolation Test Results sheet in the Appendix. Brief descriptions of the exploratory drilling, testing, and sampling techniques used are presented in the Field and Laboratory Procedures section of the Appendix. Photographs of the drilling operations and the soil/rock samples obtained are presented in the Appendix for each boring drilled.

2.2 Laboratory Testing

In order to determine the unconfined compressive strength of the upper Miami Limestone, eight unconfined compression tests (two samples per boring) were performed on intact core samples of the limestone obtained from the borings. Deformation readings were obtained during each test using a dial gauge so that the elastic modulus of each tested sample could be estimated. In addition, one grain size distribution test was performed on a sample of surface sand obtained at the double-ring infiltrometer test location.

The results of the laboratory tests are presented on the Grain Size Distribution sheet and the Unconfined Compression Test results sheets in the Appendix. Brief descriptions of the laboratory test procedures used are presented in the Field and Laboratory Procedures section in the Appendix.

3.0 SITE AND SUBSURFACE CONDITIONS

3.1 Site Conditions

The existing site conditions were observed by a senior geologist from AMEC during the drilling operations, which occurred on June 11 and 12, 2013. In general, the site consisted of a developed school site with maintained grass, asphaltic concrete parking areas, landscaping trees and shrubbery, concrete sidewalks, and trees. The topography encountered was relatively flat and level. Standing surface water was not observed on the property at the time of our visit. The existing building is one to two stories in height and has a stucco exterior. The existing building is understood to be supported on shallow footings. Based on observations of the exterior of the existing building, the existing foundation system appears to be performing satisfactorily.

3.2 Subsurface Conditions

3.2.1 General

The subsurface conditions outlined below highlight the major subsurface stratification. The Soil Test Boring Records, in the Appendix, should be consulted for detailed descriptions of the subsurface conditions encountered at each boring location. When reviewing the boring records, it should be understood that soil and rock conditions may vary between and away from the boring locations.

3.2.2 General Area Geology

The Florida Keys consist of a chain of small islands that extend from Miami to Key West over a total distance of about 150 miles. The average ground surface elevation of the Keys is about +3 feet (MSL), with a maximum elevation of about +17.5 feet (MSL). Key West is comprised mainly of Miami Limestone, a relatively young Pleistocene age formation of about 130,000 years in age. The Miami Limestone in Key West is generally a soft rock, with streaks or thin layers of calcite, and may contain vertical solution pits or holes that were produced by the dissolution of limestone by underground water. The Miami Limestone in Key West is comprised of oolitic and bryozoan limestones, and extends to an elevation of about -20 feet (MSL).

Beneath the Miami Limestone in Key West lies the Key Largo Limestone, which is about 100,000+ years old and consists mainly of coralline reef rock. Other lithologic types include calcarenite and calcilutite. The Key Largo Formation is believed to be about 175 feet thick in Key West.

3.2.3 Soils /Rocks

From the existing ground surface to depths of about 1 to 1-1/2 feet, brown fine sands (SP) were encountered. Beneath the fine sands, and extending to the maximum depth drilled at 20 feet, the Miami Limestone formation was encountered. The Miami Limestone can be classified as a soft to medium, tan-white porous oolitic limestone. In the portion of the borings where the Miami Limestone was sampled at a depth range of about 10.3 to 13.3 feet below grade using standard penetration testing, SPT N-values ranged from 39 to 47 blows/foot using an automatic SPT hammer, with an average N-value of 42 blows/foot. Below depths of about 12 to 13 feet, SPT N-values ranged from about 14 to 38 blows/foot, with an average of about 21 blows/foot. It can be seen that there is a reduction in limestone cementation or an increase in porosity below a depth of about 12 to 13 feet.

Four-inch diameter core recoveries in the upper 10 to 12 feet of the subsurface profile in the Miami Limestone ranged from 68 to 100 percent, with an average recovery of 87 percent. The rock quality designation (RQD) ranged from 43 to 96 percent, with an average RQD value of about 66 percent.

3.2.4 Groundwater

The depth to the groundwater table was measured at some of the boring locations at the time of drilling. The groundwater level was encountered at a depth of about 4 feet below existing grade. Fluctuation in groundwater levels should be expected due to seasonal climatic changes, construction activity, rainfall variations, tidal fluctuations in the nearby ocean and gulf, surface water runoff, and other site-specific factors. Since groundwater level variations are anticipated, design drawings and specifications should accommodate

**Bender and Associates Architects, P.A.
Glynn Archer School City Hall Conversion
Report of Geotechnical Evaluation**

such possibilities and construction planning should be based on the assumption that variations will occur.

4.0 EVALUATION

4.1 Miami Limestone Strength and Compressibility Parameters

In order to estimate the ultimate bearing capacity of the Miami Limestone, it was first necessary to determine the compressive strength and elastic modulus of the limestone formation. The unconfined compressive strength of the limestone was determined by performing laboratory unconfined compression tests. The unconfined compressive strength (UCS) of intact core samples ranged from 14.9 to 59.3 ksf. The average UCS of the rock in Borings AB-1 and AB-2 was 20.5 ksf. The average UCS of intact core samples from Borings AB-3 and AB-4 was 39.9 ksf. The strength data obtained from Borings AB-1 and AB-2 were used for all bearing capacity and settlement calculations for conservatism.

The elastic modulus of the limestone formation was estimated from the laboratory rock core unconfined compression test results. A stress-strain curve was prepared for each unconfined compression test performed. The slope of a tangent line drawn to the stress-strain curve at 50 percent of the ultimate strength was selected as the elastic modulus (E_{50}) of the intact core sample. The E_{50} values ranged from 10,400 to 57,000 ksf, with an adjusted average value of 12,700 ksf from Borings AB-1 and AB-2.

The rock core unconfined compression tests provided an estimate of the intact rock elastic modulus. The in-place rock mass elastic modulus will be lower than the modulus determined from intact core samples because the in-place rock mass includes more cavities and voids (i.e., porosity) and other planes of weakness than the small diameter cores. In order to estimate the in-place elastic modulus of the rock mass, an empirical equation developed by Deere, Merritt, and Coon (1969) was utilized:

$$E_d = [(0.0231) (RQD) - 1.32] \times E_{50}$$

Where: E_d = in-situ modulus of deformation
RQD = rock quality designation (in %)
 E_{50} = laboratory tangent modulus at 50% of the UCS

Using the average rock core RQD value of 65 percent, and an average rock core E_{50} value of 12,700 ksf, we calculated an in-situ elastic modulus of the rock mass (E_d) equal to 2,280 ksf. The E_d value of 2,280 ksf was used for all footing settlement computations.

4.2 Miami Limestone Bearing Capacity Evaluation

In order to estimate the ultimate bearing capacity of existing and proposed footings bearing within Miami Limestone, the following document was utilized:

- Engineering Policy Guidelines for Design of Spread Footings (EPG 751.38)
Prepared by: Univ. of Missouri and Missouri Univ. of Science and Technology
Dated: October, 2011

Section 751.38.3.2- Bearing Resistance for Spread Footings on Weak Rock (5 ksf < q_u < 100 ksf), was utilized to calculate the ultimate bearing capacity of footings bearing on weak limestone. The following equation was used:

$$q_{ult} = \frac{\bar{q}_u}{2} \times N_c \times S_c \times d_c \times i_c \leq 200 \text{ ksf}$$

Where: q_{ult} = ultimate bearing capacity of the weak limestone
 N_c = bearing capacity factor = 5.0
 S_c = correction factor to account for footing shape
 d_c = correction factor to account for footing depth
 i_c = correction factor to account for inclination of the factored load = 1.0 for column loads with no deviation from the vertical.
 \bar{q}_u = mean value of the uniaxial compressive strength of the rock from lab tests.

In our calculation, we used a \bar{q}_u value of 20 ksf, an N_c value of 5, S_c values of 1.01 (continuous footings) to 1.20 (column spread footings), d_c values of 1.09 to 1.2 for column spread footings and 1.20 to 1.24 for continuous footings, and an i_c value of 1.0. A footing depth-of-embedment (D_f) of 3 feet was assumed, along with arbitrary footing widths of 2.5 to 3 feet for continuous footings, and 3 to 7 feet for individual column spread footings. Our calculated values of ultimate bearing capacity varied

from about 60 ksf for continuous footings to about 67 ksf for individual column spread footings. An alternate method was also used for individual column footings (side width of 4 feet assumed), which yielded a calculated ultimate bearing capacity of about 75 ksf, similar in magnitude to the EPG Method value.

In order to analyze the limestone layer or "mat" for its ability to support shallow foundations, four additional failure modes were considered:

1. Punching failure of the limestone mat.
2. Local crushing at the contact of the shallow foundation and the limestone.
3. Beam tension failure of the limestone mat.
4. Settlement of the limestone mat and any underlying soils.

Punching shear failure of the limestone was determined to be unlikely to occur due to the relatively large H/B ratio, where H is the rock thickness below the footing and B is the footing width, and due to the presence of rock in Key West from about existing grade to a depth of at least 200 feet (Miami and Key Largo Limestone formations).

Beam tension failure occurs when the H/B ratio is large, and the flexural strength of the limestone mat is small. It is more likely to occur when loose sand or soft soil is present immediately beneath the limestone mat, allowing bending of the limestone mat to occur when loaded. Again, because significant additional rock thickness is anticipated below the boring depth of 20 feet, and because no known documented cases of this type of failure have occurred in South Florida, this failure mode is unlikely.

Local crushing can occur when the confined compressive strength of the limestone is exceeded by the footing contact stress on the rock. Our experience indicates that this failure mechanism can occur with small footings when the contact stress is approximately two times the unconfined compressive strength of the rock. Therefore, a minimum factor-of-safety (FS) against a local crushing type failure of about two will be available as long as the applied rock contact stress does not exceed the

unconfined compressive strength of the rock. As stated previously, the minimum rock core unconfined compressive strength obtained for this project was about 15 ksf, with an overall average of 20.5 ksf for samples from Borings AB-1 and AB-2. The average UCS from Borings AB-3 and AB-4 was about 40 ksf.

The above evaluation indicates that allowable bearing pressures for footings bearing within the Miami Limestone on the order of 6 to 8 ksf should provide a FS against failure on the order of 3.5 to 5, when considering local crushing. Much higher safety factors would apply to general shear failure, as discussed earlier in this section. It is important to note that, because laboratory unconfined compression tests require intact samples having a minimum L/D ratio of two, only the best quality samples can be tested in the laboratory. This should be taken into consideration when safety factors are determined.

4.3 Footing Settlement Evaluation

Settlements of proposed square footings bearing on limestone and proportioned for allowable bearing pressures of 6 to 8 ksf were estimated using the following published equation:

$$S = \frac{1.12 q B (1 - \mu^2) \left(\frac{L}{B}\right)^{0.5}}{E_d}$$

Where: S = settlement at center of column footing
q = applied rock contact stress
B = footing width
 μ = Poisson's ratio = 0.25
L = footing length
 E_d = in-situ modulus of deformation = 2280 ksf

The above equation applies to "flexible" footings. Using applied rock contact stresses of 6 to 8 ksf and arbitrary spread footing widths of 4 to 7 feet, calculated footing settlements were on the order of 0.2 to 0.3 inch. These footing settlements will occur simultaneously with application of the structural dead load during construction.

5.0 Recommendations

The following recommendations are based upon the previously presented project information and structural conditions along with the data obtained in this evaluation. The field and laboratory data have been compared with previous performances of structures bearing in subsurface conditions similar to those encountered at this site. If the structural information is incorrect, please contact us so that our recommendations can be reviewed. The discovery of any site and/or subsurface condition during construction which deviates from the data obtained in this exploration should also be reported to us for our evaluation.

5.1 Shallow Foundation Design and Construction

5.1.1 Shallow Foundation Design

We anticipate that a series of spread and/or continuous footings will be utilized to support the new structural loads. The footings may be designed using an allowable bearing pressure of up to 8,000 psf for footings bearing at least one foot into the Miami Limestone. The allowable bearing pressure may be increased by about one-third for transient edge stress loading considerations. Long-term edge stresses should not exceed the allowable bearing pressure.

Footings should bear at least 3 feet below the finished exterior grade to generate the 8,000 psf allowable bearing pressure. We recommend that footings be constructed without forming, where possible. An allowable bearing pressure of 4,000 psf may be utilized for shallow foundations bearing at a minimum embedment depth of 18 inches in compacted fill or backfill soils. Minimum footing widths of 24 inches for individual footings and 18 inches for continuous footings are recommended, even though the allowable bearing pressure may not be fully developed in all cases.

5.1.2 Shallow Foundation Construction

The Miami Limestone surface may be pinnacled in some areas of the site. In order to generate the recommended maximum allowable bearing pressure, all footing excavations should extend into undisturbed natural limestone. If the natural limestone surface is below the planned footing bearing level, the excavation should be backfilled to the planned footing elevation using compacted structural fill material or lean concrete (2,000 psi). Excavations made into intact limestone may be made vertically. In sandy zones, excavations should be sloped no steeper than 1½:1 (H:V) or should be properly braced or shored. The footings should be unformed and cast directly against the limestone walls. Unformed footings cast directly against the limestone will provide a better bond and increased lateral load and uplift resistance.

Construction of footings in the Miami Limestone will generally require the following preparatory work:

1. The surficial overburden sand and/or fill should be removed in order to bear footings into the Miami Limestone.
2. The nature of the limestone may prevent the removal of all sand from the excavations. Loose sands and rock fragments should be removed by hand, such that the sides of the excavation are rough and less than one inch of sand remains in the bottom of the footing excavation prior to concrete placement.
3. Any natural pits exposed at the footing bearing elevations should be thoroughly cleaned, removing loose sand, clayey sand, and limestone fragments. The cleaning of the pits should in general extend from the bearing surface to a depth of at least three times the pit diameter. After the pits have been cleaned, they should be filled with lean concrete (1,000 psi) to restore the limestone below the footing bearing level to a relatively uniform competency and grade.

Our experience with the excavation of Miami Limestone indicates that footing excavations can probably be made using a medium to heavy track-mounted backhoe. Based on the Nutting report, some material having a standard penetration value (N, blows per foot) in excess of 100 exists within the planned excavation

depths; therefore, some variability in the excavateability of the rock should be anticipated.

We anticipate that, because of the nature of the limestone, some sand pockets between limestone pinnacles may be encountered in the footing excavations. Because of the anticipated pinnacled nature of the limestone and the need to bear the footings in limestone, each footing excavation should be observed by a geotechnical engineer from AMEC in order to ascertain whether the intended bearing strata has been reached and whether its condition is acceptable. Based on the observation of each individual footing, the geotechnical engineer would then recommend whether any additional excavation, cleaning, or compaction was needed.

5.2 Groundwater Control

The need for significant groundwater control is not anticipated for footing construction. If required due to heavy rainfall conditions or other climatic conditions, groundwater in permeable materials can probably be controlled by pumping from sumps located in perimeter ditches or pits. All sump pump inlets should be located outside the bearing areas to avoid loosening of the bearing materials. The sump should be dug a few feet deeper than the intended depressed water level. The groundwater level should be maintained at least one foot below the bottom of any excavations made during construction and two feet below the surface of any vibratory compaction operations.

5.3 General Site Preparation and Earthwork

Initially all vegetation, topsoils and any other deleterious materials should be stripped and removed from the new foundation areas. The depth to which stripping will be required will vary to some degree; however, we anticipate that this depth would be on the order of 6 inches, or less.

If required, we recommend that structural fill or backfill soils consist of either crushed limestone or an inorganic, granular material with less than 5 percent passing the No. 200 mesh sieve. Any crushed limestone structural fill material should meet the following material and placement criteria:

1. The fill should be an inorganic, non-plastic, granular mixture of locally available limerock and sand from GAEC-approved pits for limerock base and fill material.
2. At least 97 percent (by weight) of the material should pass a 3-inch sieve and the material should be well graded down to dust. The fine material (portion passing the No. 200 mesh sieve) should consist entirely of dust from fracturing only and not exceed 5 percent by weight.
3. Crushing which might be necessary in order for the fill material to meet the above gradation requirements may be done before or after the material is placed.
4. Each lift should be placed with a loose lift thickness not exceeding 12 inches and compacted with appropriate equipment to at least 98 percent of the Modified Proctor maximum dry density (ASTM D-1557). We recommend that at least a 5 ton (static at-drum weight) vibratory roller be used for the compaction work, except where working within 10 feet of walls or in confined areas where a vibratory sled or small vibratory drum roller is recommended. Also, if the contractor forms the footing and then backfills to grade, a small vibratory sled or rammer should be used to densify the fill around the footing to at least 98 percent of the Modified Proctor maximum dry density.
5. The mixture of limerock should have a minimum Limerock Bearing Ratio (LBR) of 100.

We recommend that, prior to initiating compaction operation, representative samples of the fill material to be used be collected and tested to determine its compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the compacted fill and existing soils and to determine if the fill material is acceptable.

The moisture content of the fill soils should be within two percent above and four percent below the optimum moisture content based on the Modified Proctor maximum dry density test (ASTM D-1557). In confined areas, the loose lift thickness of the backfill should be reduced to 4 inches to facilitate compaction with smaller, walk-behind equipment.

A representative number of field density tests should be made in the compacted fill soils in order to confirm that the specified degree of compaction has been achieved. As a general recommendation, one field density test should be made in each lift of compacted fill soil or exposed acceptable existing soil per 3,000 square feet of area. In addition, at least one field density test per 20-foot length (or 100 square feet of area) of compacted structural fill placed in footing excavations should be performed. Testing and compaction monitoring of the fill soils by the geotechnical engineer are essential in confirming satisfactory placement procedures.

5.4 Construction Plans and Specifications Review

We recommend that this office be provided the opportunity to make a general review of the foundation and earthwork plans and specifications prepared from the recommendations presented in this report. We would then suggest any modifications such that our recommendations are properly interpreted and implemented. Our report has been written in a guideline recommendation format and is not appropriate for use as a specification without in-part being reworded into a specification-type format. We recommend that this report not be made a part of the contract documents; however, it should be made available to prospective contractors for information purposes.

The evaluation of conditions which may be encountered in construction requires engineering judgment and interpretation. For this reason, we recommend that AMEC remain involved with this project during the construction process, particularly during foundation construction. If we are not retained during construction, we cannot assume responsibility for misinterpretation of our recommendations, or for unfavorable foundation or floor slab performance as a result of judgments rendered by others.

APPENDIX



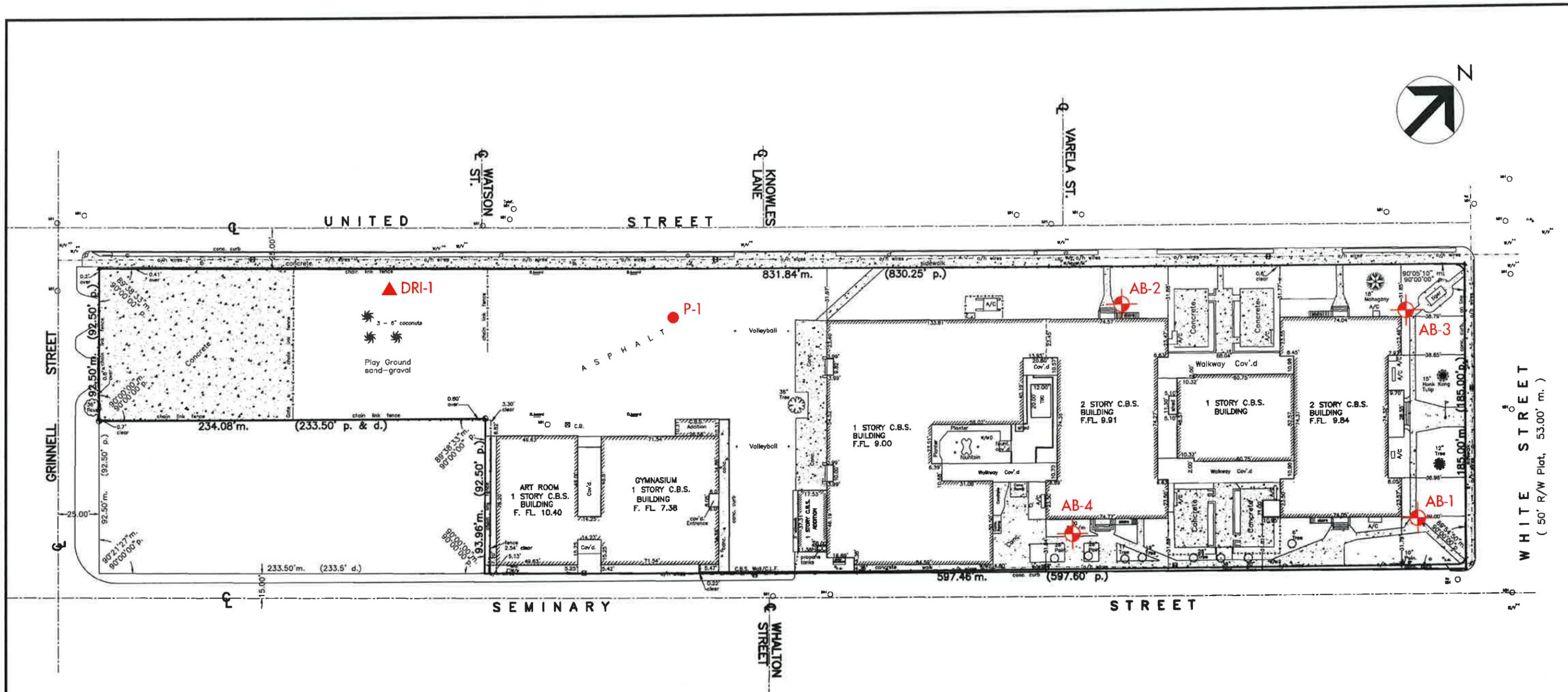
REFERENCE:
 KEY WEST QUADRANGLE; FLORIDA
 TOPOGRAPHIC MAP
 DATED: 2012
 U.S. GEOLOGICAL SURVEY



3901 CARMICHAEL AVENUE
 JACKSONVILLE, FL 32207
 (904) 396-5173

SITE LOCATION MAP
 Glynn Archer School City Hall Conversion
 1300 White Street
 Key West, Florida

DRAWN: JP	DATE: 7/11/13	SCALE: 1"=2000'
CHECKED: <i>KAM</i>	PROJ. NO. 6734-13-9720	APPROX.



LEGEND

-  CORE/SPT BORING LOCATION (AMEC)
-  OPEN HOLE PERCOLATION TEST LOCATION
-  DOUBLE-RING INFILTRMETER TEST LOCATION

REFERENCE:
 1) Boundary Survey (Dwn No. 98-201)
 Prepared by: Frederick H. Hildebrandt
 Dated: June 8, 1998

amec
 3901 CARMICHAEL AVENUE
 JACKSONVILLE, FL 32207
 (904) 396-5173

FIELD EXPLORATION PLAN
 Glynn Archer School City Hall Conversion
 1300 White Street
 Key West, Florida

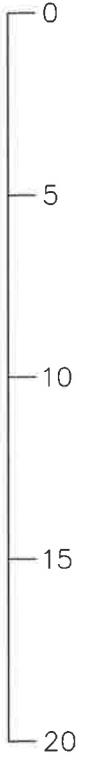
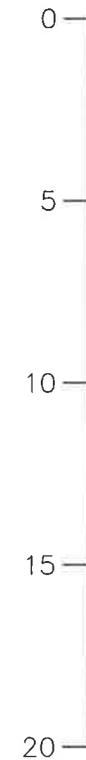
DRAWN: JP	DATE: 7/11/13	SCALE: 1"=60'
CHECKED: Kam	PROJ. NO. 6734-13-9720	APPROX.

WEST

EAST

DEPTH (FEET)

DEPTH (FEET)

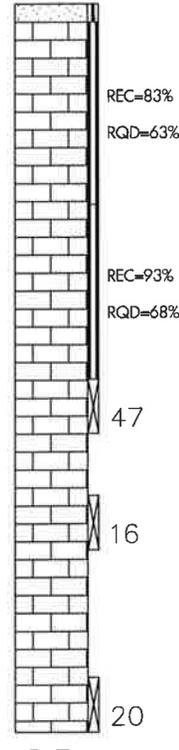
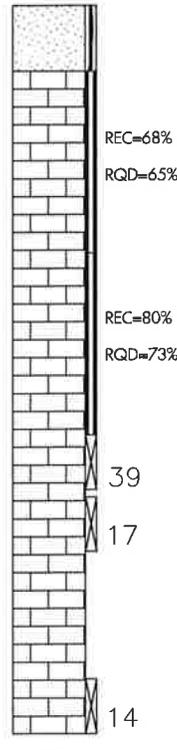
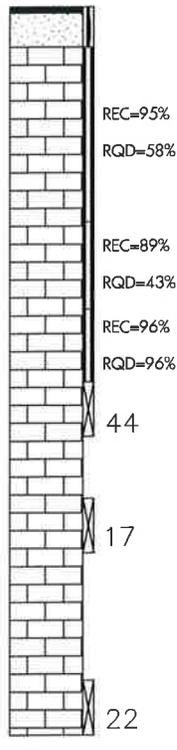
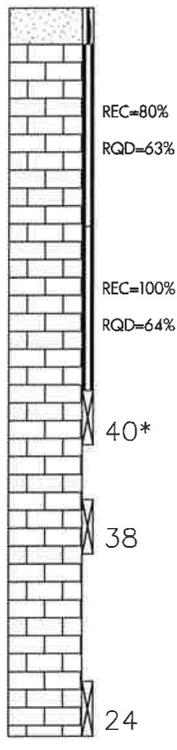


AB-4

AB-2

AB-3

AB-1



B.T.
20.0'

B.T.
20.0'

B.T.
20.0'

B.T.
20.0'

LEGEND

-  Asphalt
-  Fine SAND (SP) to Slightly Silty Fine SAND (SP-SM)
-  Miami LIMESTONE
-  Augered
-  Standard Penetration Test Sample
- * Standard Penetration Resistance (Blows/ft.) Measured Using an Automatic Hammer System (Efficiency = 87%)
- B.T. Boring Terminated
- 20.0' Depth Terminated
-  Rock Core (4" Diameter)
- REC Percent Recovery
- RQD Rock Quality Designation

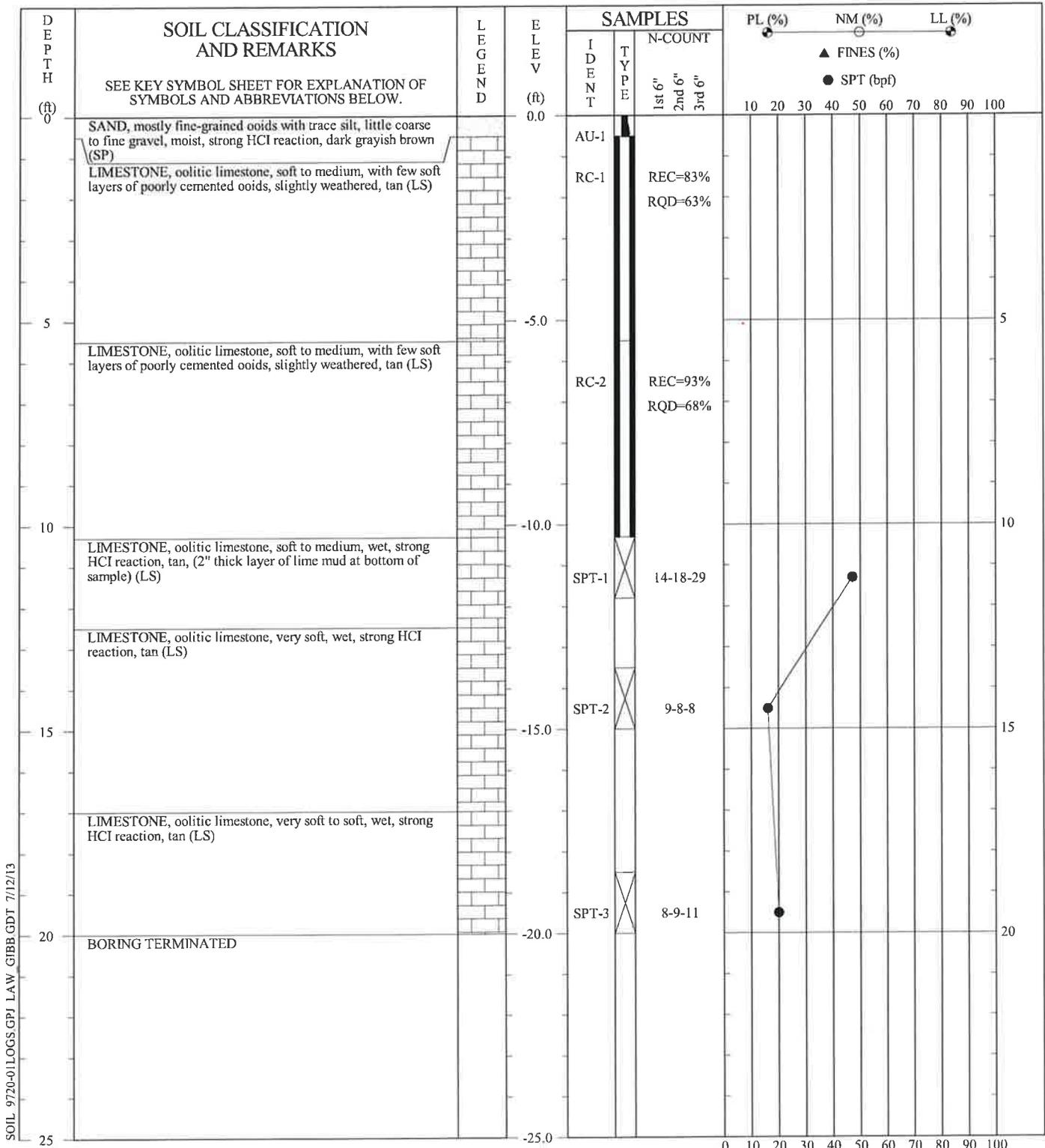
NOTE: Please refer to text of report for additional information relative to groundwater conditions and potential fluctuations which could occur.



3901 CARMICHAEL AVENUE
JACKSONVILLE, FL 32207
(904) 396-5173

GENERALIZED SUBSURFACE PROFILE
Glynn Archer School City Hall Conversion
1300 White Street
Key West, Florida

DRAWN: JP	DATE: 7/11/13	SCALE: AS SHOWN
CHECKED: KAM	PROJ. NO. 6734-13-9720	



SOIL 9720-01 LOGS.GPJ LAW GIBB GDT 7/12/13

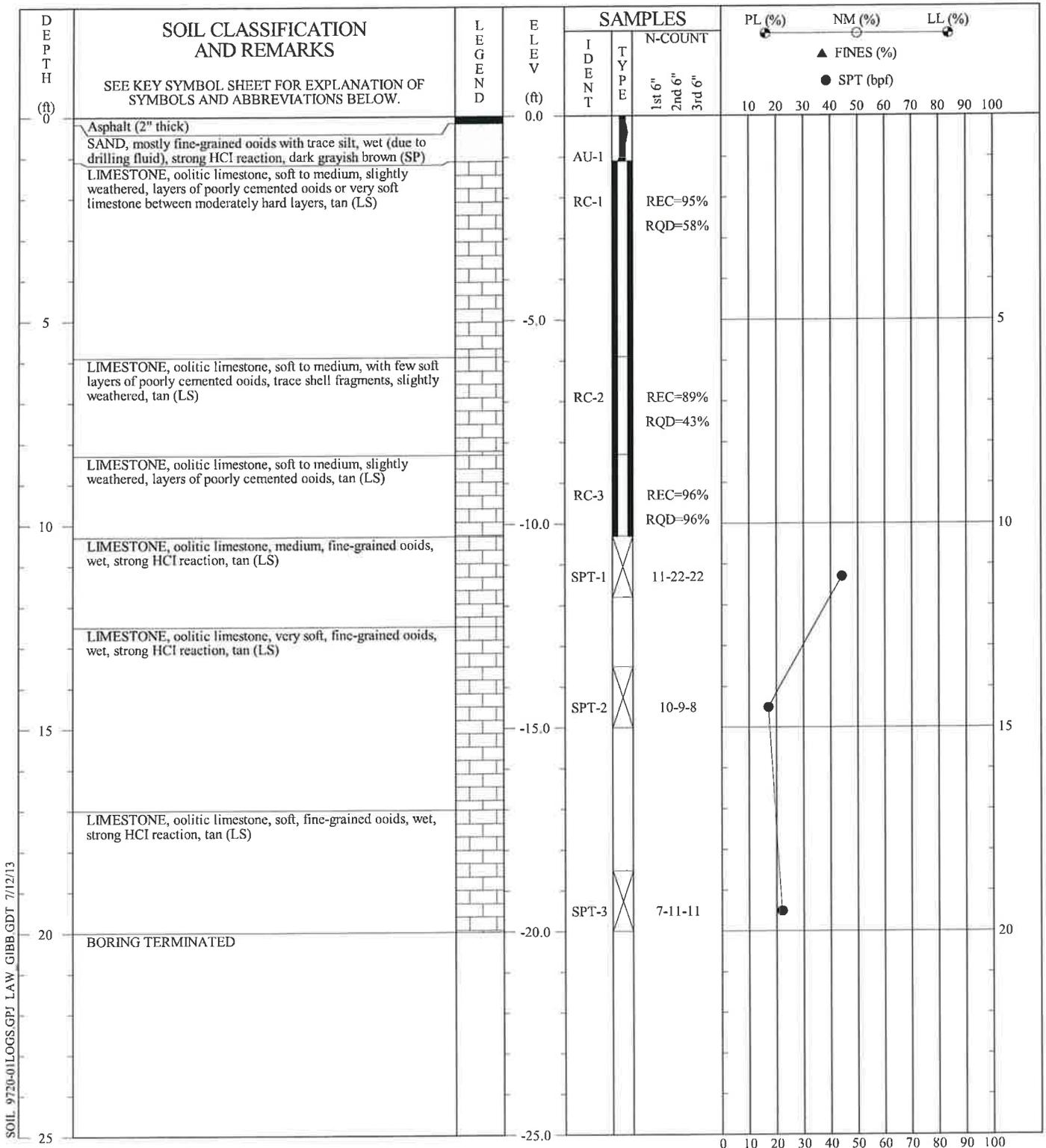
CONTRACTOR: Independent Drilling, Inc.
DRILLER: J. Wilkerson
EQUIPMENT: CME 45B (DR-8, Eff. 87%) - Auto. Hammer
METHOD: Auger/Mud Rotary/4" Dia. Rock Core
HOLE DIA.: 4"
REMARKS: Groundwater table estimated at 4 feet below grade

SOIL TEST BORING RECORD

Project: Glynn Archer School City Hall Conversion
Coord N: **Boring No.:** AB-1
Coord E: **Checked By:** Kam
Drilled: June 11, 2013
Proj. No.: 6734-13-9720

THIS RECORD IS A REASONABLE INTERPRETATION OF SUBSURFACE CONDITIONS AT THE EXPLORATION LOCATION. SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND AT OTHER TIMES MAY DIFFER. INTERFACES BETWEEN STRATA ARE APPROXIMATE. TRANSITIONS BETWEEN STRATA MAY BE GRADUAL.





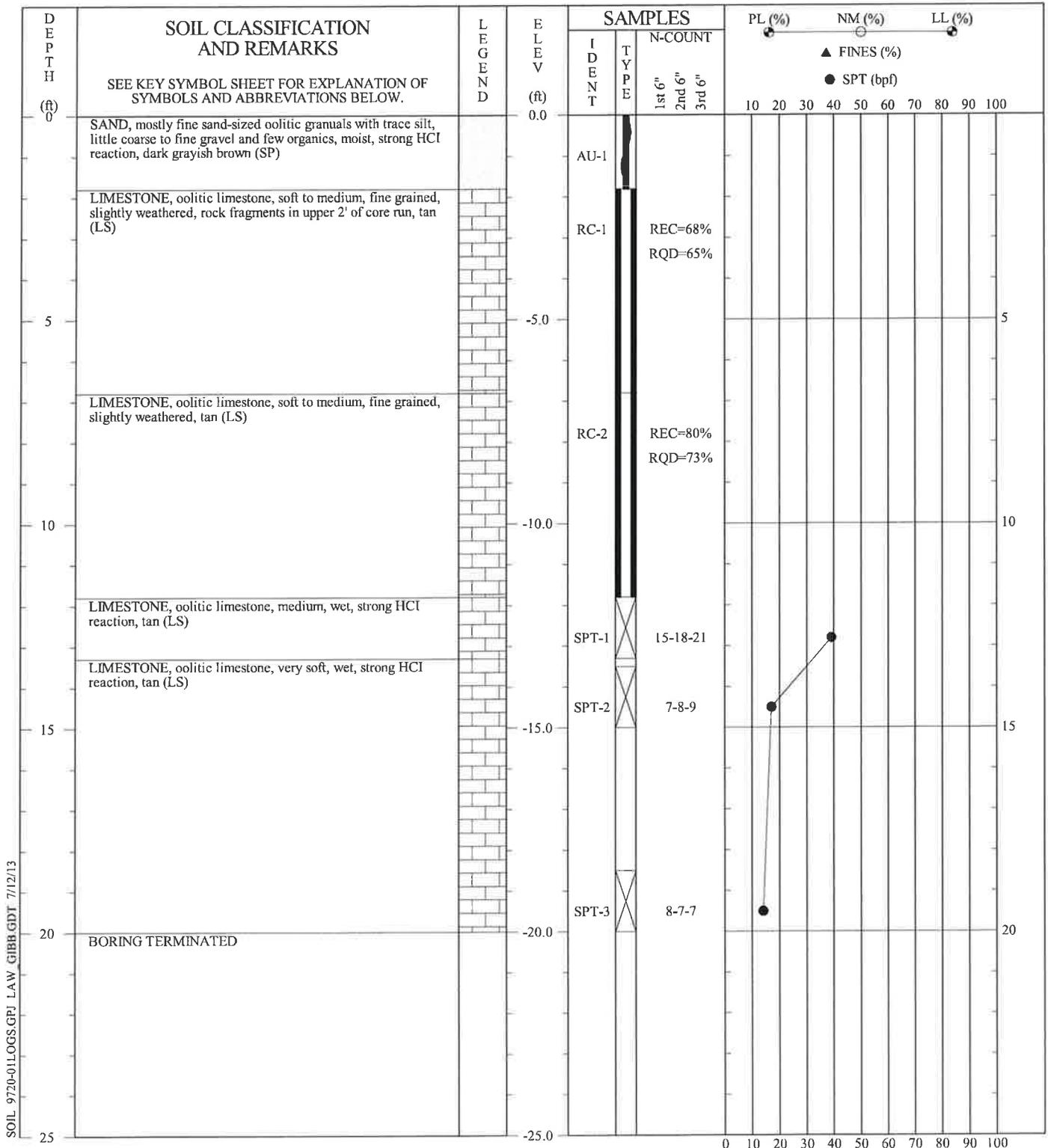
SOIL 9720-01 LOGS.GPJ LAW GIBB.GDT 7/12/13

CONTRACTOR: Independent Drilling, Inc.
DRILLER: J. Wilkerson
EQUIPMENT: CME 45B (DR-8, Eff. 87%) - Auto Hammer
METHOD: Auger/Mud Rotary/4" Dia. Rock Core
HOLE DIA.: 4"
REMARKS: Groundwater table estimated at 4 feet below grade

SOIL TEST BORING RECORD	
Project: Glynn Archer School City Hall Conversion	Boring No.: AB-2
Coord N:	Checked By: <i>KAM</i>
Coord E:	
Drilled: June 11, 2013	
Proj. No.: 6734-13-9720	

THIS RECORD IS A REASONABLE INTERPRETATION OF SUBSURFACE CONDITIONS AT THE EXPLORATION LOCATION. SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND AT OTHER TIMES MAY DIFFER. INTERFACES BETWEEN STRATA ARE APPROXIMATE. TRANSITIONS BETWEEN STRATA MAY BE GRADUAL.





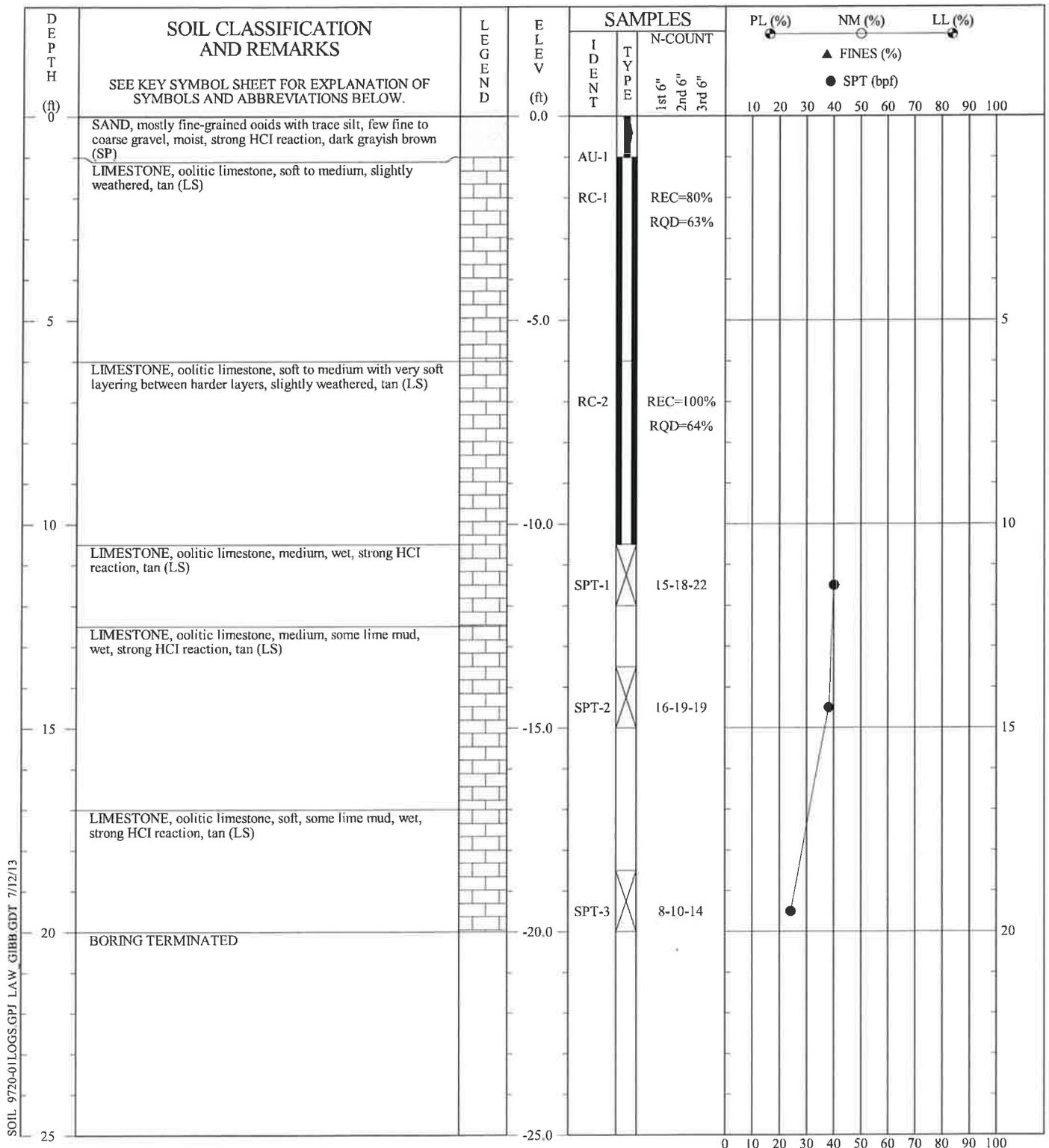
SOIL 9720-01LOGS.GPJ LAW_GIBB.GDT 7/12/13

CONTRACTOR: Independent Drilling, Inc.
DRILLER: J. Wilkerson
EQUIPMENT: CME 45B (DR-8, Eff. 87%) - Auto. Hammer
METHOD: Auger/Mud Rotary/4" Dia. Rock Core
HOLE DIA.: 4"
REMARKS: Groundwater table estimated at 4 feet below grade

SOIL TEST BORING RECORD	
Project:	Glynn Archer School City Hall Conversion
Coord N:	Boring No.: AB-3
Coord E:	Checked By: <i>Kam</i>
Drilled:	June 11, 2013
Proj. No.:	6734-13-9720

THIS RECORD IS A REASONABLE INTERPRETATION OF SUBSURFACE CONDITIONS AT THE EXPLORATION LOCATION. SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND AT OTHER TIMES MAY DIFFER. INTERFACES BETWEEN STRATA ARE APPROXIMATE. TRANSITIONS BETWEEN STRATA MAY BE GRADUAL.





SOIL 9720-01 LOGS.GPJ LAW_GIBB.GDT 7/12/13

CONTRACTOR: Independent Drilling, Inc.
DRILLER: J. Wilkerson
EQUIPMENT: CME 45B (DR-8, Eff. 87%) - Auto. Hammer
METHOD: Auger/Mud Rotary/4" Dia. Rock Core
HOLE DIA.: 4"
REMARKS: Groundwater table estimated at 4 feet below grade

SOIL TEST BORING RECORD

Project: Glynn Archer School City Hall Conversion
Coord N: **Boring No.:** AB-4
Coord E: **Checked By:** Kam
Drilled: June 11, 2013
Proj. No.: 6734-13-9720

THIS RECORD IS A REASONABLE INTERPRETATION OF SUBSURFACE CONDITIONS AT THE EXPLORATION LOCATION. SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND AT OTHER TIMES MAY DIFFER. INTERFACES BETWEEN STRATA ARE APPROXIMATE. TRANSITIONS BETWEEN STRATA MAY BE GRADUAL.



Double-Ring Infiltrometer Test Results

Glynn Archer School City Hall Conversion
1300 White Street
Key West, Florida
AMEC Project No. 6734-13-9720

Date Performed: June 12, 2013

Test Location	Test Depth (ft)	Infiltration Rates (in/hr)		
		Inner Ring	Annular Space Between Rings	Recommended Value
DRI-1	0.3	16.6	20.2	16.6

Kam

Stratification	
Depth Range (ft)	Material Description
0.0'-1.5'	Sand
1.5'-20'+	Miami Limestone

Field Percolation Test Results

Glynn Archer School City Hall Conversion
 1300 White Street
 Key West, Florida
 AMEC Project No. 6734-13-9720

Date Performed: June 12, 2013

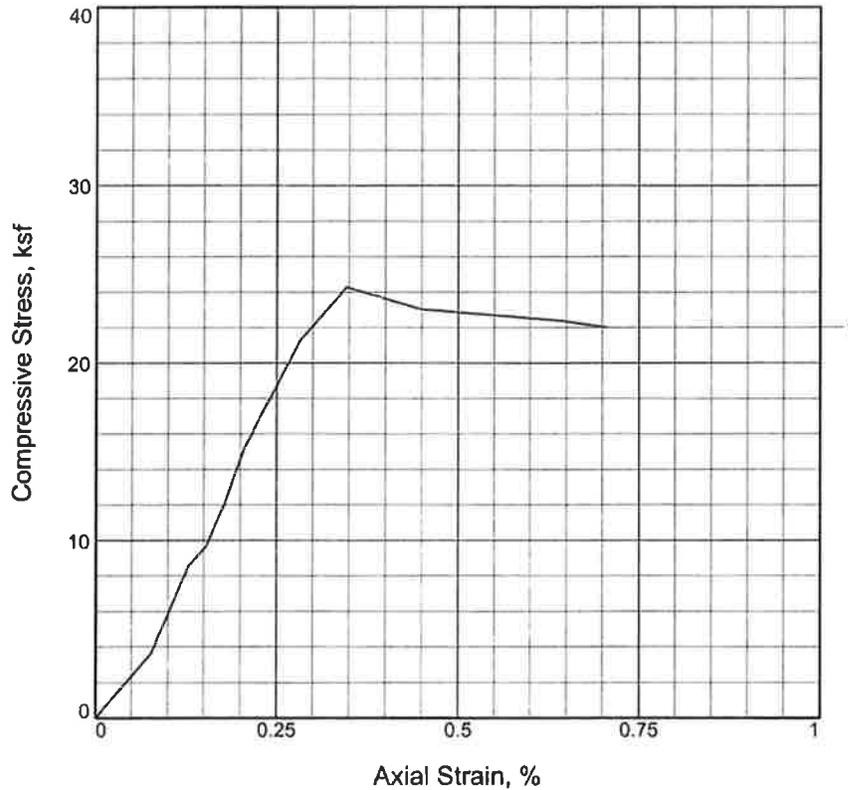
Location	Test Depth (ft)	Depth to Groundwater Level (ft)	Diameter of Drilled Hole (in)	Diameter of Casing (in)	Flow Rate, Q (cfs)	Head (ft)	Hydraulic Conductivity, k (cfs/ft ² - ft. of head)
P-1	9.5	4.0	8	6	6.9×10^{-4}	4	1.45×10^{-5}

KAM

Stratification
0.0' - 0.7'
0.7' - 20'+

Test Method: South Florida Water Management District (March 22, 2009)
 Usual Open-Hole Test (Fig. F-1)
 Constant Head Method

UNCONFINED COMPRESSION TEST



Sample No.	1			
Unconfined strength, ksf	24.27			
Undrained shear strength, ksf	12.14			
Failure strain, %	0.3			
Strain rate, in./min.	0.005			
Water content, %	N/A			
Wet density, pcf	126.4			
Dry density, pcf	N/A			
Saturation, %	N/A			
Void ratio	N/A			
Specimen diameter, in.	3.880			
Specimen height, in.	7.800			
Height/diameter ratio	2.01			

Description: Tan-white oolitic limestone

LL =	PL =	PI =	Assumed GS= 2.45	Type: Core
------	------	------	------------------	------------

Project No.: 6734-13-9720

Date Sampled: 6/11/13

Remarks:
Date tested: 6-21-13
E50: 10,400 ksf

Client: Bender & Associates Architects, P.A.

Project: Glynn Archer School City Hall Conversion

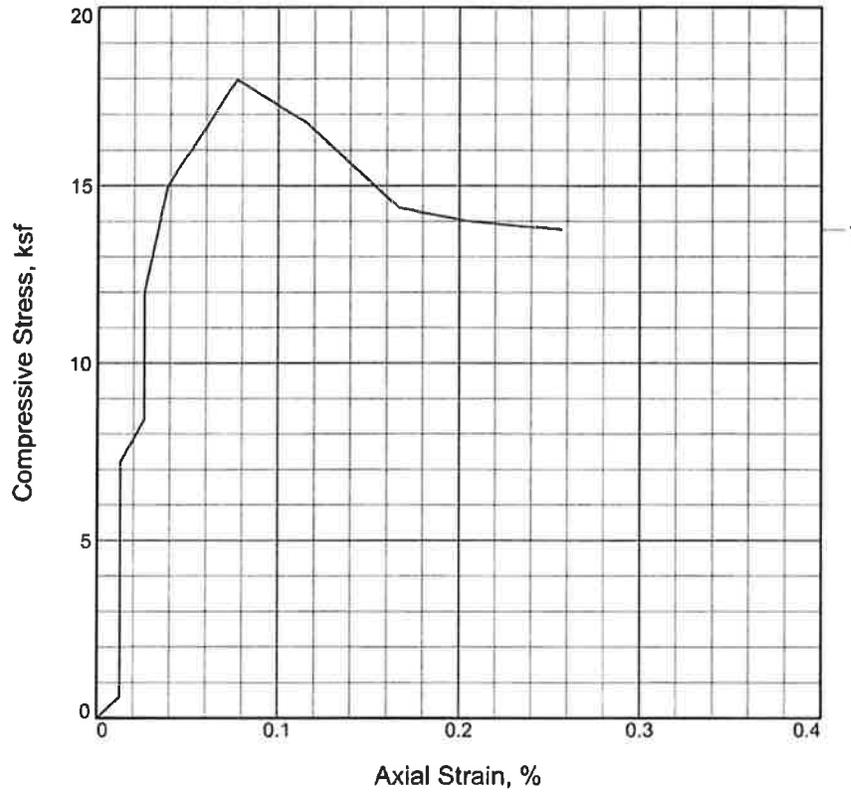
Sample Number: AB-1 **Depth:** 3.3'-4.0'

UNCONFINED COMPRESSION TEST
AMEC E&I
Jacksonville, Florida

Figure _____

Tested By: CM **Checked By:** K. McIntosh, P.E.

UNCONFINED COMPRESSION TEST



Sample No.	1			
Unconfined strength, ksf	17.98			
Undrained shear strength, ksf	8.99			
Failure strain, %	0.1			
Strain rate, in./min.	0.005			
Water content, %	N/A			
Wet density, pcf	126.7			
Dry density, pcf	N/A			
Saturation, %	N/A			
Void ratio	N/A			
Specimen diameter, in.	3.910			
Specimen height, in.	7.800			
Height/diameter ratio	1.99			

Description: Tan-white oolitic limestone

LL = **PL =** **PI =** **Assumed GS= 2.45** **Type: Core**

Project No.: 6734-13-9720

Date Sampled: 6/11/13

Remarks:

Date tested: 6-21-13

E50: 50,000 ksf

Client: Bender & Associates Architects, P.A.

Project: Glynn Archer School City Hall Conversion

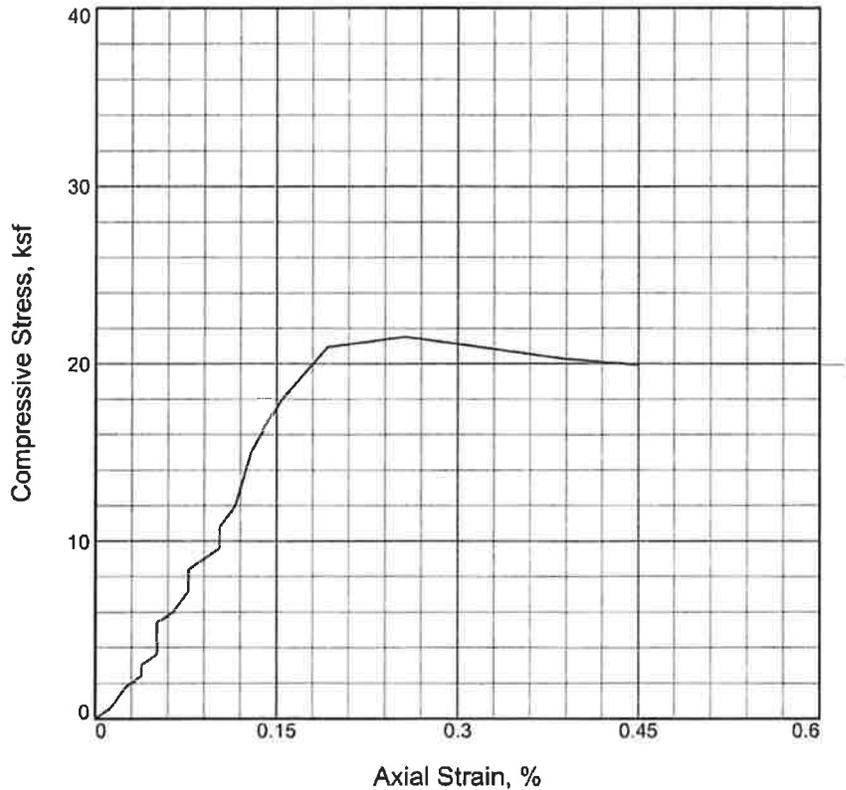
Sample Number: AB-1 **Depth:** 6.2'-7.0'

UNCONFINED COMPRESSION TEST
AMEC E&I
Jacksonville, Florida

Figure _____

Tested By: CM _____ **Checked By:** K. McIntosh, P.E. _____

UNCONFINED COMPRESSION TEST



Sample No.	1			
Unconfined strength, ksf	21.53			
Undrained shear strength, ksf	10.77			
Failure strain, %	0.3			
Strain rate, in./min.	0.005			
Water content, %	N/A			
Wet density, pcf	126.7			
Dry density, pcf	N/A			
Saturation, %	N/A			
Void ratio	N/A			
Specimen diameter, in.	3.910			
Specimen height, in.	7.800			
Height/diameter ratio	1.99			

Description: Tan-white oolitic limestone

LL = PL = PI = Assumed GS= 2.45 Type: Core

Project No.: 6734-13-0720

Date Sampled: 6/11/13

Remarks:

Date Tested: 6-21-13

E50: 14,300 ksf

Client: Bender & Associates Architects, P.A.

Project: Glynn Archer School City Hall Conversion

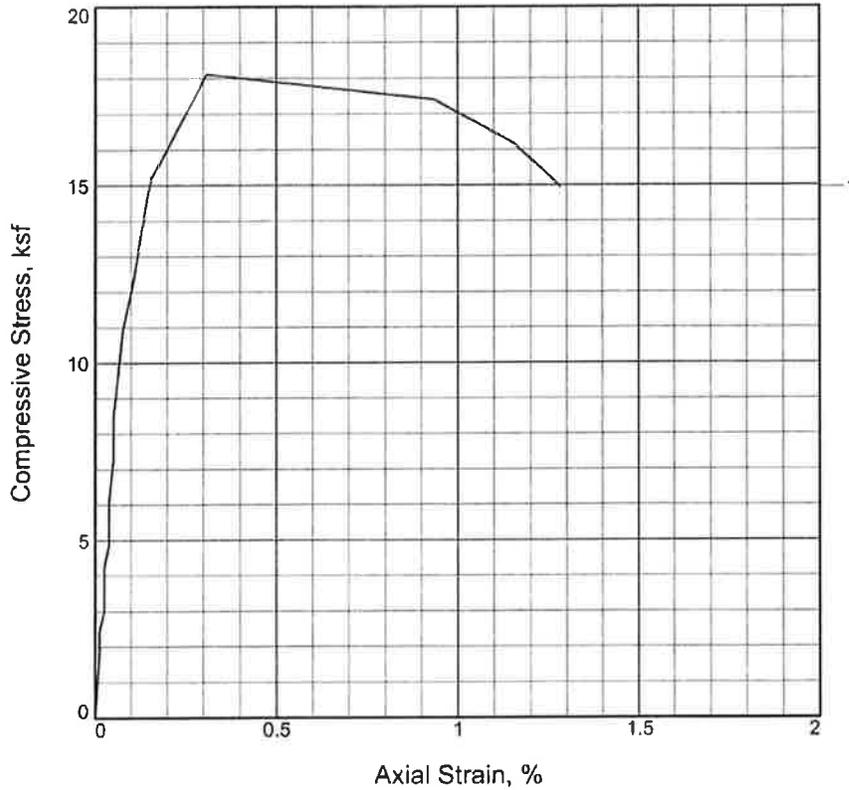
Sample Number: AB-2 **Depth:** 2.4'-3.2'

UNCONFINED COMPRESSION TEST
AMEC E&I
Jacksonville, Florida

Figure _____

Tested By: CM _____ **Checked By:** K. McIntosh, P.E. _____

UNCONFINED COMPRESSION TEST



Sample No.	1			
Unconfined strength, ksf	18.12			
Undrained shear strength, ksf	9.06			
Failure strain, %	0.3			
Strain rate, in./min.	0.005			
Water content, %	N/A			
Wet density, pcf	129.0			
Dry density, pcf	N/A			
Saturation, %	N/A			
Void ratio	N/A			
Specimen diameter, in.	3.890			
Specimen height, in.	7.800			
Height/diameter ratio	2.01			

Description: Tan-white oolitic limestone

LL = **PL =** **PI =** **Assumed GS= 2.45** **Type: core**

Project No.: 6734-13-9720

Date Sampled: 6/11/13

Remarks:

Date tested: 6-21-13

E50: 13,000 ksf

Client: Bender & Associates Architects, P.A.

Project: Glynn Archer School City Hall Conversion

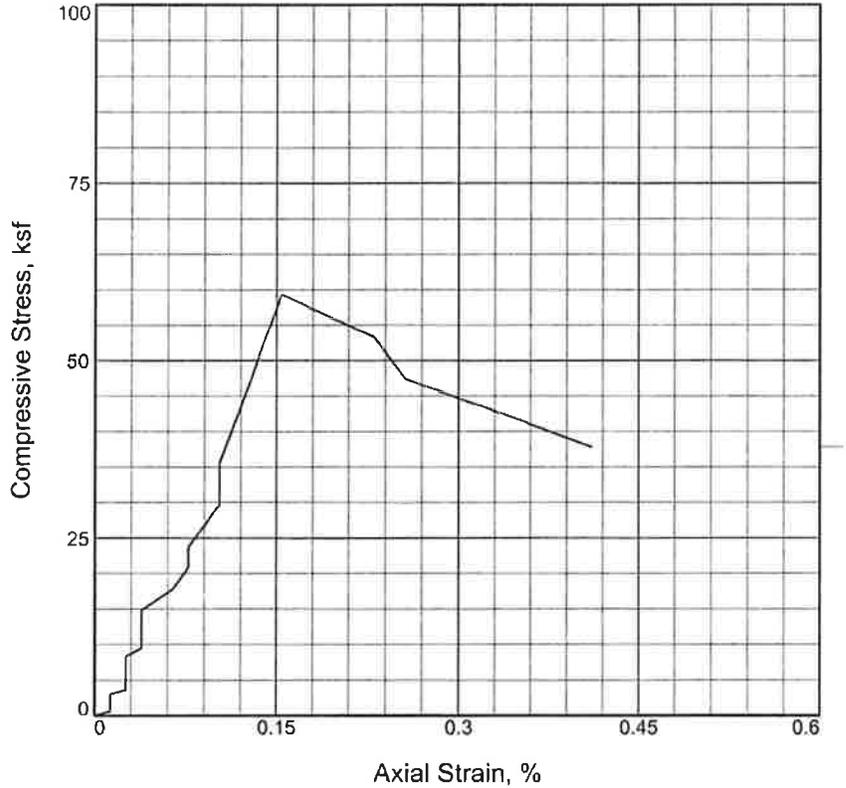
Sample Number: AB-2 **Depth:** 8.3'-9.0'

UNCONFINED COMPRESSION TEST
AMEC E&I
Jacksonville, Florida

Figure _____

Tested By: CM **Checked By:** K. McIntosh, P.E.

UNCONFINED COMPRESSION TEST



Sample No.	1			
Unconfined strength, ksf	59.26			
Undrained shear strength, ksf	29.63			
Failure strain, %	0.2			
Strain rate, in./min.	0.005			
Water content, %	N/A			
Wet density, pcf	129.2			
Dry density, pcf	N/A			
Saturation, %	N/A			
Void ratio	N/A			
Specimen diameter, in.	3.930			
Specimen height, in.	7.800			
Height/diameter ratio	1.98			

Description: Tan-white oolitic limestone

LL =	PL =	PI =	Assumed GS= 2.45	Type: core
------	------	------	------------------	------------

Project No.: 6734-13-9720
Date Sampled: 6/11/13
Remarks:
 Date Tested: 6-21-13
 E50: 26,650 ksf

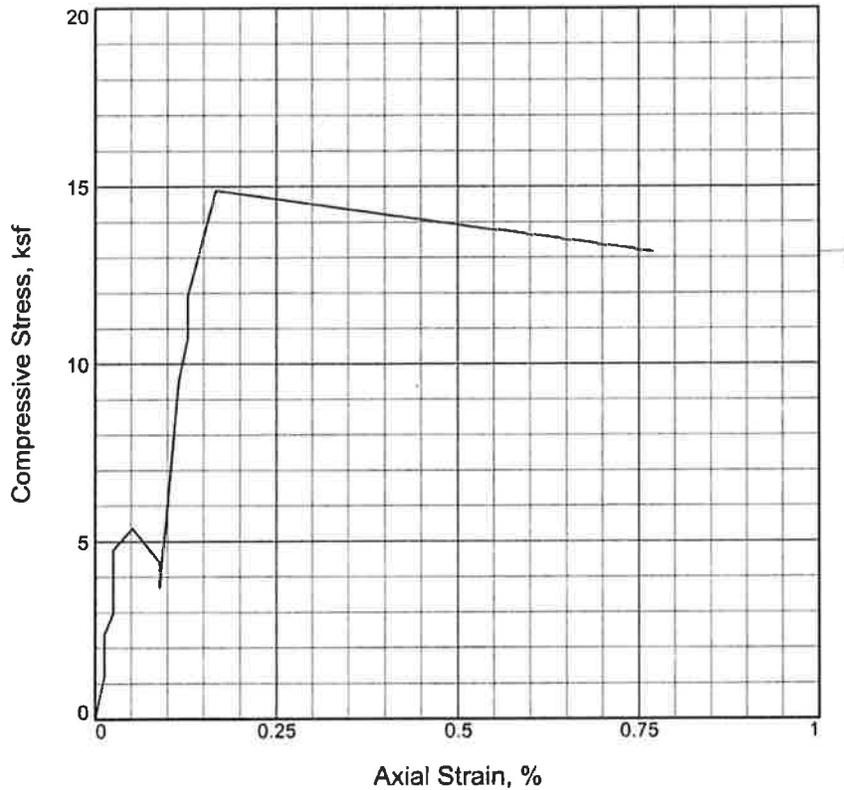
 Figure _____

Client: Bender & Associates Architects, P.A.
Project: Glynn Archer School City Hall Conversion
Sample Number: AB-3 **Depth:** 6.8'-7.5'

 UNCONFINED COMPRESSION TEST
 AMEC E&I
 Jacksonville, Florida

Tested By: CM **Checked By:** K. McIntosh, P.E.

UNCONFINED COMPRESSION TEST



Sample No.	1			
Unconfined strength, ksf	14.89			
Undrained shear strength, ksf	7.44			
Failure strain, %	0.2			
Strain rate, in./min.	0.005			
Water content, %	N/A			
Wet density, pcf	126.3			
Dry density, pcf	N/A			
Saturation, %	N/A			
Void ratio	N/A			
Specimen diameter, in.	3.920			
Specimen height, in.	7.800			
Height/diameter ratio	1.99			

Description: Tan-white oolitic limestone

LL = **PL =** **PI =** **Assumed GS= 2.45** **Type: core**

Project No.: 6734-13-9720

Date Sampled: 6/11/13

Remarks:

Date tested: 6-21-13

E50: 20,000 ksf

Client: Bender & Associates Architects, P.A.

Project: Glynn Archer School City Hall Conversion

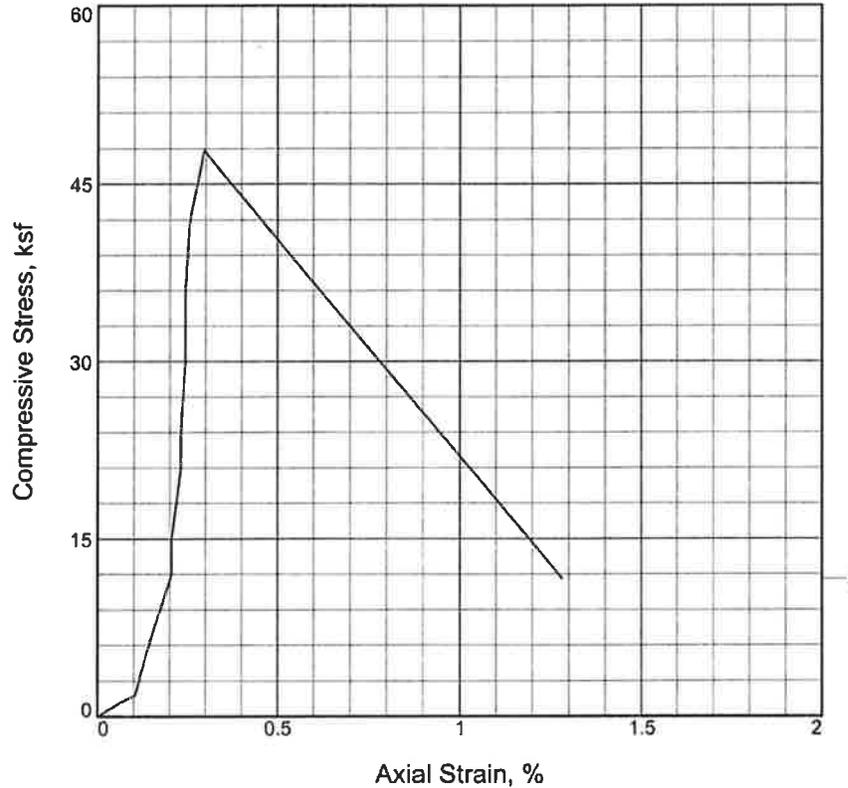
Sample Number: AB-4 **Depth:** 3.1'-3.9'

UNCONFINED COMPRESSION TEST
AMEC E&I
Jacksonville, Florida

Figure _____

Tested By: CM _____ **Checked By:** K. McIntosh, P.E. _____

UNCONFINED COMPRESSION TEST



Sample No.	1			
Unconfined strength, ksf	47.83			
Undrained shear strength, ksf	23.91			
Failure strain, %	0.3			
Strain rate, in./min.	0.005			
Water content, %	N/A			
Wet density, pcf	127.4			
Dry density, pcf	N/A			
Saturation, %	N/A			
Void ratio	N/A			
Specimen diameter, in.	3.910			
Specimen height, in.	7.800			
Height/diameter ratio	1.99			

Description: Tan-white oolitic limestone

LL =	PL =	PI =	Assumed GS= 2.45	Type: core
------	------	------	------------------	------------

Project No.: 6734-13-9720

Date Sampled: 6/11/13

Remarks:
Date Tested: 6-21-13
E50: 57,000 ksf

Client: Bender & Associates Architects, P.A.

Project: Glynn Archer School City Hall Conversion

Sample Number: AB-4 **Depth:** 4.8'-5.5'

UNCONFINED COMPRESSION TEST
AMEC E&I
Jacksonville, Florida

Figure _____

Tested By: CM **Checked By:** K. McIntosh, P.E.

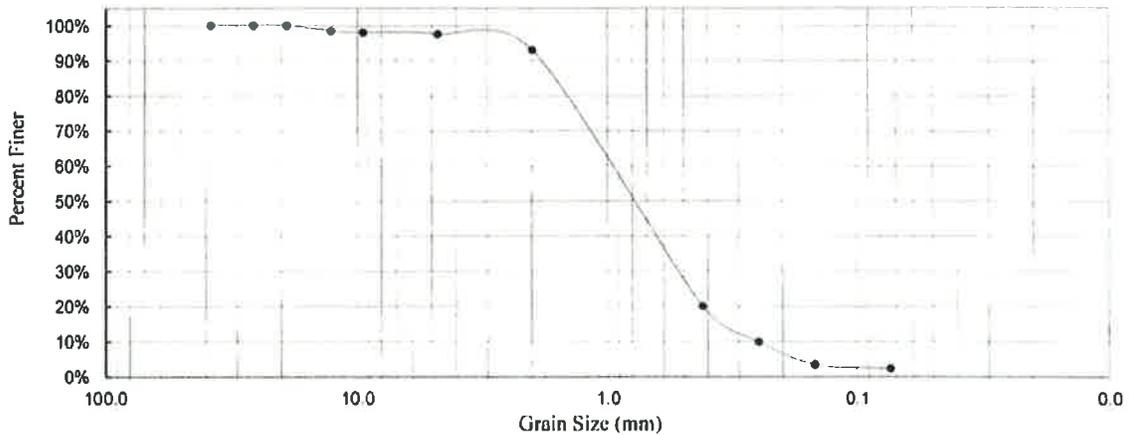


AMEC Environment & Infrastructure, Inc.
2580 Metrocentre Blvd., Suite # 6
West Palm Beach, Florida 33407

Grainsize Analysis

Project:	Glynn Archer School	Project #:	6734-13-9720
Tested by:	MCh	Test Date:	6/17/2013
Sample Description:	Gray, poorly graded SAND (SP), collected from sandy playground area.	Sample:	No. 1

Grain Size Distribution



Sieve	Size (mm)	Weight Retained On Sieves (cum) (g)	Percent Retained on Sieve (cum)	Percent Passing Sieve
1 1/2	38.1	0.0	0.0%	100.0%
1	25.7	0.0	0.0%	100.0%
3/4	19	0.0	0.0%	100.0%
1/2	12.7	36.4	1.6%	98.4%
3/8	9.51	42.9	1.9%	98.1%
4	4.76	53.7	2.3%	97.7%
10	2	158.0	6.9%	93.1%
40	0.42	1838.9	79.9%	20.1%
60	0.25	2070.9	90.0%	10.0%
100	0.149	2219.2	96.4%	3.6%
200	0.074	2246.9	97.6%	2.4%
	Pan	2288.1	99.4%	

$D_{10} = 0.250 \text{ mm}$
 $D_{30} = 0.634 \text{ mm}$
 $D_{60} = 1.283 \text{ mm}$
 Coefficient of Curvature, $C_c = 1.25$
 Coefficient of Uniformity, $C_u = 5.13$

Total Weight Before Wash : 2301.2
 Percent finer than # 200 sieve : 2.4%
 Unified Soil Classification System : **A-1-b**

Checked by:

[Signature]
6-19-2013

Type of Test: ASTM D-422 and D-2487

The results presented in this report relate only to the items tested. This report shall not be reproduced, except in full, without written approval from AMEC E&I, Inc.

Field and Laboratory Procedures

Field Procedures

Soil Test Borings - The soil test borings were performed in general accordance with ASTM D 1586, "Penetration Test and Split-Barrel Sampling of Soils." The borings were initially advanced by augering. A rotary drilling process was subsequently used and bentonite drilling fluid was circulated in the boreholes to stabilize the sides and flush the cuttings. At regular intervals, the drilling tools were removed and soil and rock samples were obtained with a standard 1.4-inch I.D., 2.0-inch O.D., split-tube sampler. An internal liner was not utilized in the sampler. The sampler was first seated 6 inches and then driven an additional foot with blows of a 140-pound automatically tripped hammer falling 30 inches. This hammer had been previously calibrated for efficiency by AMEC—which indicated an efficiency of about 87 percent. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance." The penetration resistance, when properly interpreted, is an index to the soil or rock strength and density.

Representative portions of the rock samples, obtained from the sampler, were placed in glass jars and transported to our laboratory. The samples were classified by a geologist in the field.

Rock Coring -Samples of the Miami Limestone were obtained using a diamond-studded bit fastened to the end of a hollow, double tube core barrel, which was, in turn, fastened to the end of the drill rods. The coring procedure employed was similar to that described by ASTM D 2113. Core samples of the material penetrated were protected and retained in a swivel-mounted inner tube. Upon completion of each core run, the core barrel was brought to the surface and the samples removed and placed in wooden boxes.

The field geologist classified the rock obtained, and determined the percent core recovery and the rock quality designation (RQD) for each core run. The recovery is defined as the ratio of the sample length obtained to the depth drilled, expressed as a percent. The percent recovery is related to the rock soundness and continuity. In addition, the Rock Quality Designation (RQD) was determined. The RQD is defined as the sum of the lengths of recovered pieces equal to or

larger than 4 inches divided by the length of rock cored, expressed as a percentage. The rock description, percent recovery, and RQD values are shown on the appropriate Soil Test Boring Record. The coring performed utilized a core barrel which obtained core samples having an approximate diameter of 4 inches.

Laboratory Procedures

Unconfined Compression - Test samples were obtained from unfractured core samples of rock-like materials. The sample diameters varied from about 2 to 4 inches with the height and twice the sample diameter. For sample heights less than twice the diameter, the test results were corrected using established correction factors from ASTM Designation C-42, "Obtaining and Testing Drilled Cores and Sawed Beams of Concrete". The ends of the samples were either precisely trimmed or were "capped" by a cementing agent in order to form a smooth surface for testing. The test samples were then individually placed in the testing device, and vertical loads applied continuously until the sample failed in shear. Vertical deformation during some of the test was measured with a micrometer dial indicator at the top of the specimen. This test was performed in general accordance with ASTM Designation D 2938.

Direct Shear (Core Specimen) - The direct shear test allows the determination of the shear strength parameters along a pre-determined failure plane. The core specimen is placed in a split container and grouted in-place with leadite or gypsum cement. Prior to testing, a normal stress approximately equal to the sample overburden pressure is applied perpendicular to the shear plane and located in by spring-loaded tie rods. The device is then rotated 90°, and the shearing load applied to one-half of the container, with the other half held stationary. During the test, the shear displacement is measured by micrometer dial gauges or LVDTs and the shearing force is read directly from the compression machine. This method is essentially that outlined in ASTM Publication STP 479 (1970).



KEY TO CLASSIFICATION AND SYMBOLS

CORRELATION OF PENETRATION RESISTANCE WITH RELATIVE DENSITY AND CONSISTENCY					
GRANULAR MATERIAL			SILTS AND CLAYS		
SPT N VALUE (BLOWS/FOOT)			SPT N VALUE (BLOWS/FOOT)		
RELATIVE DENSITY	SAFETY HAMMER	AUTOMATIC HAMMER	CONSISTENCY	SAFETY HAMMER	AUTOMATIC HAMMER
VERY LOOSE	0 - 4	0 - 3	VERY SOFT	0 - 2	0 - 1
LOOSE	5 - 10	4 - 8	SOFT	3 - 4	2 - 3
MEDIUM DENSE	11 - 30	9 - 24	FIRM	5 - 8	4 - 6
DENSE	31 - 50	25 - 40	STIFF	9 - 15	7 - 12
VERY DENSE	> 50	> 40	VERY STIFF	16 - 30	13 - 24
			HARD	> 30	> 24
ROCK HARDNESS DESCRIPTION			MODIFIERS		
VERY SOFT	Rock core crumbles when handled N < 20		APPROXIMATE PERCENTAGE	MODIFIERS	
SOFT	Can break core easily with hands N = 21-30		0 to 5%	Trace	
MEDIUM HARD	Can break core with hands N = 31-45		5% to 10%	Few	
MODERATELY HARD	Thin edges of rock can be broken with fingers N = 46-60		15% to 25%	Little	
HARD	Thin edges of rock cannot be broken with fingers N = 61-100		30% to 45%	Some	
VERY HARD	Rock core rings when struck with a hammer (cherts) N > 50/2"		The modifiers provide our estimate of the percentages of gravel, sand, and fines (silt or clay size particles).		
SYMBOLS			DESCRIPTION		
UD			Undisturbed sample (UD) recovered.		
100/2"			N, Number of blows (100) to drive the support spoon or cone a number of inches (2")		
NX, 4", 6"			Core Barrel sizes which obtain cores 2-1/8", 3-7/8", and 5-7/8" diameter respectively.		
65%			Percentage (65) of rock core and soil sample recovered		
RQD			Rock Quality Design - Percent of rock core 4 or more inches long		
▼			Water table at least 24 hours after drilling		
△			Water table one hour or less after drilling		
◀			Loss of drilling fluid		

Photo Documentation of Drilling Operations









Glynn Archer School City Hall Conversion
Key West, Florida

AB-1
Photograph Date: June 11, 2013



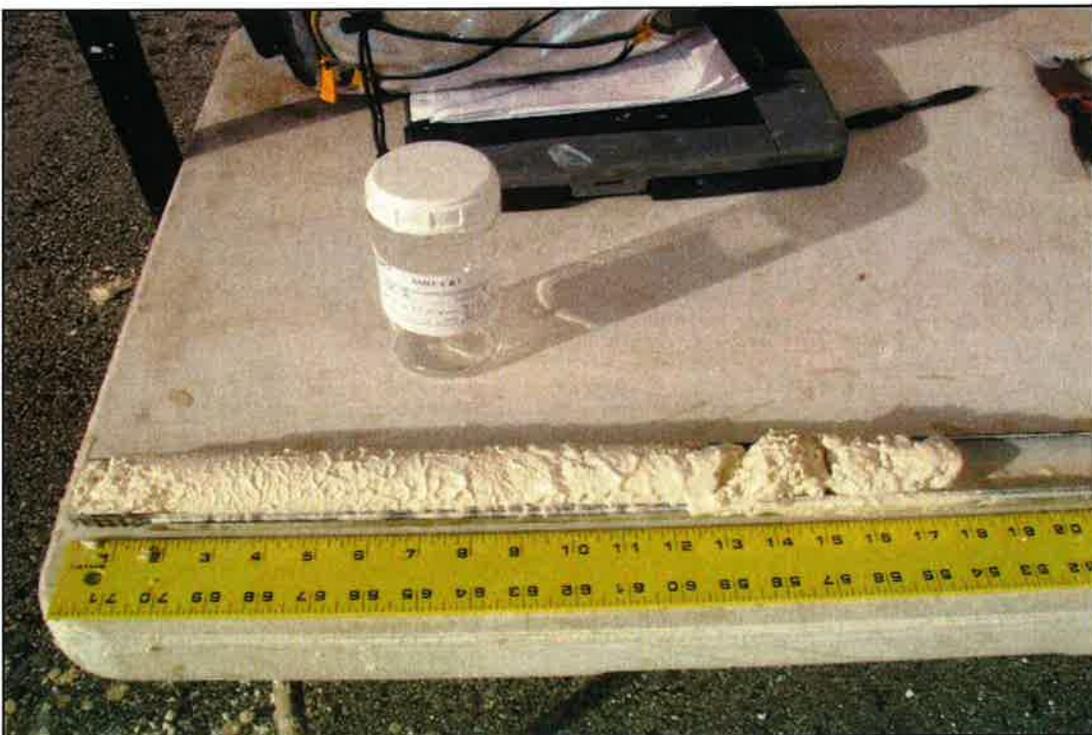








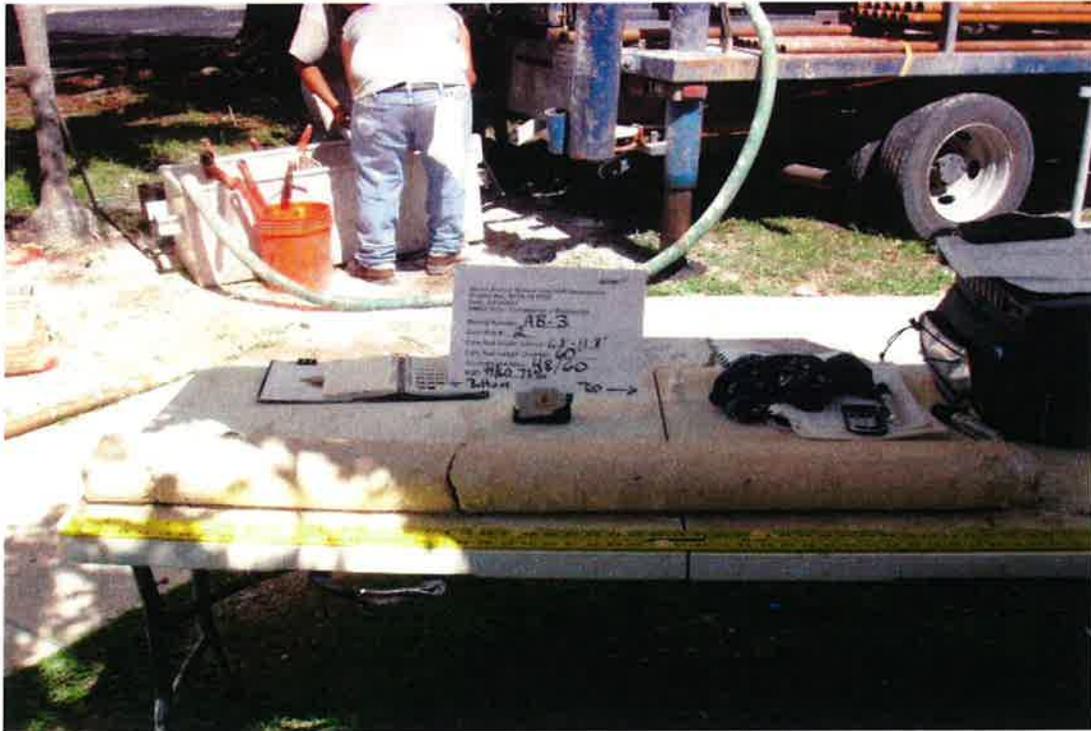
























Glynn Archer School City Hall Conversion
Key West, Florida

AB-4
Photograph Date: June 11, 2013

