# CONTRACT DOCUMENTS FOR:

# ITB # 005-16
# WAHOO & KINGFISH PIERS
# ELECTRICAL UPGRADES

## PROJECT #GB1303

## January 2016

MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARGARET ROMERO

PREPARED BY:
City Of Key West
Engineering Services

COPY NO._____

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

ITB #005-16

# WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES

****

CONSISTING OF:
BID REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
SCOPE OF WORK
SPECIFICATIONS
DRAWINGS

****

KEY WEST, FLORIDA

JANUARY 2016

Project No. GB1303 Copy No._____

# INFORMATION TO BIDDERS

| | |
|---|---|
| SUBJECT: | INVITATION TO BID NO. 005-16:<br>WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES |
| ISSUE DATE: | JANUARY 11, 2016 |
| MAIL OR SPECIAL DELIVERY REPONSES TO: | CITY CLERK<br>CITY OF KEY WEST<br>3126 FLAGLER AVE<br>KEY WEST, FL 33040 |
| DELIVER BIDS TO: | SAME AS ABOVE |
| BIDS MUST BE RECEIVED: | WEDNESDAY, FEBRUARY 24, 2016 |
| NOT LATER THAN: | 3:00 P.M. LOCAL TIME |

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

**Enclosures**

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# PART 1

# BIDDING REQUIREMENTS

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# INVITATION TO BID

Sealed bids for the City of Key West **ITB #005-16 - WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES**, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler St., Key West Florida, 33040 until 3:00 pm on February 24, 2016 and then will be publicly opened and read. Any bids stamped as received after the time and date specified will not be considered.

**Please submit one (1) one original and (2) two flash drives, each with a single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES GB1303" addressed and delivered to the City Clerk at the address noted above.**

The project consists of UPGRADES TO THE EXISTING ELECTRICAL SYSTEM AT WAHOO & KINGFISH PIERS including, but not limited to, conduits, wiring, vaults, panels, housings, and power pedestals.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West website **http://www.cityofkeywest-fl.gov/egov/apps/document/center.egov**. For bid package access on Demand Star, please contact Onvia at **http://www.demandstar.com** or call 1-800-711-1712.

A **mandatory pre-bid meeting** will be held at the project site: Garrison Bight Marina (Dockmaster's Office), Key West, Florida on **Tuesday, February 2, 2016 at 1:30 p.m.**

The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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

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

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

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

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

Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

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

For information concerning the proposed work or for appointment to visit the site of the proposed work, contact Terrence Justice, Construction Coordinator by email at: **tjustice@cityofkeywest-fl.gov**. Verbal communications, per the City's "Cone of Silence" ordinance, are not permitted.

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

The City may reject bids for any of the following: (1) budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City, or (6) if such rejection is in the best interest of the City.

The City may also waive any minor formalities or irregularities in any bid.

* * * * * *

# INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request in writing of Terrence Justice, **tjustice@cityofkeywest-fl.gov**, an interpretation thereof no later than 10 calendar days prior to bid opening. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their bid, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

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

4. BIDDER'S UNDERSTANDING

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

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

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

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal.
**The Bidder shall submit a Schedule of Values with the Proposal which, upon acceptance by owner, shall be used as a basis for progress payment.** Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

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

behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

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

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

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

D. ATTACHMENTS

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

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
Local Vendor Certification
City of Key West Business License Tax Receipt
Domestic Partnership Affidavit
Cone of Silence Affidavit

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political

subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF BIDS

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

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

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

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

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within fourteen (14) calendar days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within fourteen (14) calendar days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do

business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.
All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

18. TIME OF COMPLETION

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

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

The term of this contract will be **180** calendar days from issuance of the Notice to Proceed.

The **180**-day duration of this contract shall be further divided as follows:

The Contractor shall, within 30 days of the Notice to Proceed, provide the Owner with a review set of design drawings, prepared by a Florida-licensed Professional Engineer and complete relative to the full scope of work and, within the same period shall also provide submittals for all materials and equipment to be procured.

The Owner shall, within 10 days of receipt of material submittals and the review set of design drawings, provide written responses, either approving, approving as noted, or returning corrective commentary.

19. SCHEDULE IMPACTS THAT AFFECT THE BID

Contractor shall be required to schedule and phase all work such that authorized city staff and tenants of the marina will have safe access to their facilities and dockage.

Work may be conducted Monday through Friday 7:00am to 6:00pm and on Saturday 8:00am to 5:00pm. No work may be conducted on Sundays.

Other specified 2016 **no-work** dates that could affect the schedule of this project are:

- July 4-5 Independence Day
- August 30-Sep 1 Labor Day
- Oct. 19-26 Fantasy Fest
- Nov. 27-29 Thanksgiving
- Dec. 25-27 Christmas
- Dec. 28-Jan 1 New Year's Eve and Day

20. BIDDERS' QUESTIONS

Bidders shall submit in writing any and all questions regarding this Invitation to Bid to:

TO: Terrence Justice
City of Key West – Engineering
3140 Flagler Ave.
Key West, FL 33040
tjustice@cityofkeywest-fl.gov

CC: Sue Snider
City of Key West – Purchasing
3104 Flagler Ave.
Key West, FL 33040
ssnider@cityofkeywest-fl.gov

Note that, in compliance with City Ordinance 2-773 "Cone of Silence," bidders' questions will be responded to by issuance of publicly available Addenda as required. All such questions must be received by the City **in writing, no later than 5:00 PM, January 17, 2016**.

* * * * * *

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

**BID FORM**

| | |
|---|---|
| To: | The City of Key West |
| Address: | 3126 Flagler Street, Key West, Florida 33041 |
| Project Title: | WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES GB1303 |

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

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to complete work within 60 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 $250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

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

SALES AND USE TAXES

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

LUMP SUM ITEMS

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

## ***Base Bid:***

| | | | |
|---|---|---|---|
| Design & Permit Drawings and Documents for Kingfish Pier Electrical Upgrades | (Lump Sum) | | (1) |
| Design & Permit Drawings and Documents for Wahoo Pier Electrical Upgrades | (Lump Sum) | | (2) |
| Electrical Upgrades for Kingfish Pier including Panels K, K1 and K2. | (Lump Sum) | | (3) |
| Electrical Upgrades for Wahoo Pier including Panels W, W1, W2, W3 | (Lump Sum) | | (4) |
| Construction Allowance | (Lump Sum) | **50,000.00** | (5) |
| Permit Allowance | (Lump Sum) | **15,000.00** | (6) |
| Utility Fee Allowance | (Lump Sum) | **10,000.00** | (7) |

***Total Bid:*** _____ (8)

Sum of (1) through (7) inclusive

_____ **Dollars and** _____ **Cents**

*Total Bid Written in Words has precedence (Basis of Award)*

**The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by work and material type and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.**

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

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

| | |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SUBCONTRACTORS

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

_____
Name

_____, _____, _____, _____
Street City State Zip

_____
Name

_____, _____, _____ ,_____
Street City State Zip

_____
Name

_____, _____, _____,_____
Street City State Zip

_____
Name

_____, _____, _____,_____
Street City State Zip

SURETY

_____ whose address is

_____, _____, _____, _____
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

_____ doing business at

_____, _____, _____, _____
Street City State Zip

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

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

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2016.

_____
Signature of Bidder

_____
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2016.

(SEAL)

_____
Name of Corporation

By _____

Title _____

Attest_____
Secretary

## EXPERIENCE OF BIDDER

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

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

_____

_____

_____

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_____

**********

# FLORIDA BID BOND

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

hereinafter called the PRINCIPAL, and _____

_____

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

having its principal place of business at _____

_____in the State of _____,

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

_____

hereinafter called the OBLIGEE, in the sum of_____

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Cemetery Mausoleums, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY),

equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

**WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES GB1303**

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 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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

Signed and sealed this _____ day of _____, 2016.

PRINCIPAL

By_____

_____
SURETY

By _____
Attorney-In-Fact

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 _____, 2016.

NOTARY PUBLIC, State of _____at Large

My Commission Expires:

* * * * * *

**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 _____, 2016.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

* * * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for _____

   _____

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

   whose business address is _____

   _____

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

   _____

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

   signing this sworn statement _____

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

   and my relationship to the entity named above is _____

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

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

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

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

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

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

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

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

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

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

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

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

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this_____day of _____ , 2016.

My commission expires:

_____
NOTARY PUBLIC

## INDEMNIFICATION

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

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

CONTRACTOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

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

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

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

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

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

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

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

Business Name _____ Phone:

Current Local Address: _____ Fax:_____ (P.O Box numl

Length of time at this address:_____

_____Date: _____ Signature of A

STATE OF_____ COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of_____, 2016.

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

or has produced identification_____as identification
(Type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

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

_____
Title or Rank

**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 _____, 2016.

_____
NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

# CONE OF SILENCE AFFIDAVIT

STATE OF _____ )
: SS
COUNTY OF _____ )

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

Sworn and subscribed before me this

_____ Day of _____, 2016.

_____
NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

## 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. Completive 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.

## 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 (if applicable). ☐
5. Subcontractors (if applicable) are named as indicated in the Proposal. ☐
6. Experience record included. ☐
7. Bid signed by authorized officer. ☐
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. ☐
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☐
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. ☐
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, one (1) original and two (2) USB drives, each containing a single complete PDF file. ☐
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☐
13. Bidder must provide satisfactory documentation of State Licenses ☐
14. Anti-Kickback Affidavit. ☐
15. Public Entity Crimes. ☐
16. Local Vendor Certification. ☐
17. Disclosure of Lobbying Activities. ☐
18. Non-Collusion Declaration and Compliance. ☐
19. Suspension and Debarment Certification. ☐
20. Affidavit of Compliance 2-799 Equal Benefits for Domestic Partners ☐
21. Affidavit of Compliance 2-773 Cone of Silence ☐
22. City of Key West Indemnification Form ☐
23. Schedule of Values ☐

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# PART 2

# CONTRACT FORMS

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# CONTRACT

This Contract, made and entered into this _____ day of _____ 2016,

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

_____

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #005-16 WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES GB1303, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ 2016, all in full compliance with the Contract Documents referred to herein.

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

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

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

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of $750.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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

_____ day of _____, A.D., 2016.

CITY OF KEY WEST

By_____

Title_____

CONTRACTOR

By_____

Title_____

* * * *

# FLORIDA PERFORMANCE BOND

BOND NO._____

AMOUNT: $_____

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

255.05 _____

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

_____

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

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

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**
**WHEREAS,** the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2016, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

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

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

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

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

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

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

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

this _____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By: _____

(SEAL)

ATTEST

**SURETY**

By: _____

(SEAL)

ATTEST

# FLORIDA PAYMENT BOND

BOND NO._____

AMOUNT: $_____

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

255.05,_____

with offices at_____
hereinafter called the CONTRACTOR, (Principal), and

_____

with offices at _____

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

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

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

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

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

**ITB #005-16 WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES GB1303** attached hereto, with the CITY, dated

_____, 2016, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

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

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

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

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

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

this _____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By:_____

(SEAL)

ATTEST

**SURETY**

By:_____

(SEAL)

ATTEST

# PART 3

# CONDITIONS OF THE CONTRACT

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**DEFINITIONS**

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

**1. AS APPROVED**

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

**2. AS SHOWN, AND AS INDICATED**

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

**3. BIDDER**

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

**4. CONTRACT DOCUMENTS**

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

**5. CONTRACTOR**

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

**6. CONTRACT COMPLETION**

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

**7. DAYS**

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

**8. DRAWINGS**

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

**9. ENGINEER**

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

**10. NOTICE**

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

**11. OR EQUAL**

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

**12. OWNER**

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

**13. PLANS** (See Drawings)

**14. SPECIFICATIONS**

The term "Specifications" refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain

administrative details applicable thereto. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

**15. NOTICE TO PROCEED**

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

**16. SUBSTANTIAL COMPLETION**

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

**17. WORK**

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

**<u>CONTRACT DOCUMENTS</u>**

**18. INTENT OF CONTRACT DOCUMENTS**

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

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

**19. DISCREPANCIES AND OMISSIONS**

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

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

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

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

**20. CHANGES IN THE WORK**

The OWNER, without notice to the Sureties and without invalidating the Contract, may order changes in the work

within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

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

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

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

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

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

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

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

**23. ADDITIONALCONTRACT DOCUMENTS**

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

**24. OWNERSHIP OF CONTRACT DOCUMENTS**

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

**<u>THE ENGINEER</u>**

**25. AUTHORITY OF THE ENGINEER**

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

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

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

The ENGINEER will make recommendations to the OWNER, in writing, on all claims of the OWNER or the CONTRACTOR arising from interpretation or execution of

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

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

## 27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

## 28. REJECTED WORK

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

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

## 29. LINES AND GRADES

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

## 30. SUBMITTALS

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

Before submission of each submittal, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements,

materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each submittal with other submittals and with the requirements of the work and the Contract Documents.

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

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

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

**31. DETAIL DRAWINGS AND INSTRUCTIONS**

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

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

**32. CONTRACTOR, AN INDEPENDENT AGENT**

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

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

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

**33. SUBCONTRACTING**

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

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

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

**34. INSURANCE AND LIABILITY**

**A. GENERAL**

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

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

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

**B. CONTRACTOR AND SUBCONTRACTOR INSURANCE**

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

**C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

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

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

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

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

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

**E. BUILDERS RISK ALL RISK INSURANCE**

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

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

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

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

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

**35. INDEMNITY**

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

## 36. EXCLUSION OF CONTRACTOR CLAIMS

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

## 37. TAXES AND CHARGES

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

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

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

## 39. CODES, ORDINANCES, PERMITS AND LICENSES

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

## 40. SUPERINTENDENCE

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

## 41. RECEPTION OF ENGINEER'S COMMUNICATIONS

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

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

## 42. SAFETY

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

The CONTRACTOR shall develop and maintain for the duration of this Contract, a safety Program that will effectively incorporate and implement all required safety Provisions. The CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety Program. The duty of the ENGINEER to conduct construction review of the work does not include review or approval of the adequacy of the CONTRACTOR's safety Program, safety supervisor, or any safety measures taken in, on, or near the construction site. The CONTRACTOR, as a part of his safety Program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to

the work as Prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the Procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

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

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

## 43. PROTECTION OF WORK AND PROPERTY

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

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

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

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

## 45. MATERIALS AND APPLIANCES

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

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

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

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

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

## 47. SUBSTITUTION OF MATERIALS

Except for OWNER-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, Product, fixture, form, type of construction, or Process is indicated or specified by patent or Proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or Process desired. This Procedure

is not to be construed as eliminating from competition other Products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The CONTRACTOR may, in such cases, submit complete data to the ENGINEER for consideration of another material, type, or Process that shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The ENGINEER will be the sole judge

of the substituted article or material.

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

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

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

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the CONTRACTOR shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the ENGINEER, it shall, if required by the ENGINEER, be uncovered for examination at the CONTRACTOR's expense.
Reexamination of questioned work may be ordered by the ENGINEER, and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the OWNER will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the CONTRACTOR shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the CONTRACTOR.

**49. ROYALTIES AND PATENTS**

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

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

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

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

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

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

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

**<u>PROGRESS OF THE WORK</u>**

**52. BEGINNING OF THE WORK**

Following execution of the Contract, the CONTRACTOR shall meet with the OWNER and ENGINEER relative to his

arrangements for prosecuting the work.

## 53. SCHEDULES AND PROGRESS REPORTS

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

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

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

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

## 54. PROSECUTION OF THE WORK

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

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

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

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

## 56. OWNER'S RIGHT TO DO WORK

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

## 57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

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

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

completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the CONTRACTOR and the Surety shall pay the difference to the OWNER.

**58. DELAYS AND EXTENSION OF TIME**

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

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

**59. DIFFERING SITE CONDITIONS**

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

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

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

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

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

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

**60. LIQUIDATED DAMAGES**

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

## 61. OTHER CONTRACTS

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

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

## 62. USE OF PREMISES

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

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

## 63. SUBSTANTIAL COMPLETION DATE

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

## 64. PERFORMANCE TESTING

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

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

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

## 66. CUTTING AND PATCHING

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

## 67. CLEANING UP

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

# PAYMENT

## 68. PAYMENT FOR CHANGE ORDERS

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

Prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Quotations for alterations to the work shall include substantiating

documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and profit. OWNER may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

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

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

**A. UNIT PRICES**

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

**B. LUMP SUM**

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

**C. COST REIMBURSEMENT WORK**

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

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

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

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

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

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, Profit, and any other general expense. The CONTRACTOR's records shall make clear distinction between the direct costs of work paid for on a cost reimbursement basis and the costs of other work. The CONTRACTOR shall furnish the ENGINEER report sheets in duplicate of each day's cost reimbursement work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the CONTRACTOR,

SUBCONTRACTOR or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

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

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

## 69. PARTIAL PAYMENTS

### A. GENERAL

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

### B. ESTIMATE

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

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

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

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

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

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

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

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

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

### C. DEDUCTION FROM ESTIMATE

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

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

that the CONTRACTOR is not making satisfactory progress or where there is other specific cause for such withholding.

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

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

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

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

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

4. If requested by the ENGINEER, the CONTRACTOR shall provide, with subsequent pay requests, invoices receipted by the supplier showing payment in full has been made.

**E. PAYMENT**

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

**70. CLAIMS FOR EXTRA WORK**

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

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

**71. RELEASE OF LIENS OR CLAIMS**

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

**72. FINAL PAYMENT**

Upon completion of all the work under this Contract, the CONTRACTOR shall notify the ENGINEER, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the ENGINEER

will inspect and, if acceptable, submit to the OWNER his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the CONTRACTOR. Upon approval of this final estimate by the OWNER and compliance by the CONTRACTOR with Provisions in Article **RELEASE OF LIENS OR CLAIMS,** and other Provisions as may be applicable, the OWNER shall pay to the CONTRACTOR all monies due him under the Provisions of these Contract Documents.

## 73. NO WAIVER OF RIGHTS

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

## 74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

# SUPPLEMENTARY CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

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

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

ARTICLE 34 "INSURANCE & LIABILITY"

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

Contractor shall maintain limits no less than those stated below:

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

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

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

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer,

representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

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

As 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. 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. Jones Act (Crew) coverage may be provided under the P&I policy if the CONTRACTOR is using an OWNED vessel during the course of work.

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

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. 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) 809-3963 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

Exhibits A through J, sample endorsements forms deemed acceptable as proof of insurance, are included at the end of this section and shall be made a part of these Supplementary Conditions.

Add the following Article:

G. SURETY AND INSURER QUALIFICATIONS

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

Proof of Florida Licensure for all insurance companies. The City of Key West shall be named as Additional Insured on the insurance certificates.

ARTICLE 35 “INDEMNITY”

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

INDEMNITY

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

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

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

Add the following:

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

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

B. NOISE ORDINANCE

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

D. "LICENSES"

**<u>THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.</u>**

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

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

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

   a.) City of Key West Tax License Receipt;
   b.) A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida
   c.) A valid occupational license issued by the City of Key West, Florida.

E. WORK DURING HOLIDAYS

There shall be no work during City Holidays, State Holidays and National Holidays. Any construction operations during these days shall be approved by the City of Key West.

ARTICLE 42 "SAFETY"

Add the following sub article:

OCCUPATIONAL SAFETY AND HEALTH

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

ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

HISTORIC PRESERVATION

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

ARTICLE 57 “OWNERS RIGHT TO TRANSFER EMPLOYMENT”

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

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

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

ARTICLE 60 "LIQUIDATED DAMAGES"

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

Should the Contractor fail to complete the work or any part thereof in the time agreed upon in the Contract Documents or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays included, that project outlined in Contract Documents remains uncompleted after the completion date. Liquidated damages shall be assessed. It is agreed that the amount of such additional expense and

damage incurred by reason of failure to complete the work is the per diem rate as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty but as liquidated damages, which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due or that may become due the Contractor or the amount of such damages shall be due and collectible from the Contractor or Surety.

ARTICLE 69 "PARTIAL PAYMENTS"

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

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

ARTICLE 69 "PARTIAL PAYMENTS"

Add the following:

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

ARTICLE 69 “PARTIAL PAYMENTS”

Delete Subarticle C “DEDUCTION FROM ESTIMATE” in its entirety and substitute the following:

DEDUCTION FROM ESTIMATE

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

ARTICLE 69 "PARTIAL PAYMENTS"

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

PAYMENT

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

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

ARTICLE 72 "FINAL PAYMENT"

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

FINAL PAYMENT

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

ARTICLE 72 "FINAL PAYMENT"

Add the following;

**A. Acceptance and Final Payment.**

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

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

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

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

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

4 The surety on the contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

5 The Contractor has furnished all required mill tests and analysis reports to the Engineer.

6 The Contractor has furnished as-built drawings in AutoCad and Adobe PDF, in accordance with all supplied data collections and files to be compatible with Esri ArcGIS 10.2.2 Software.

* * * * * *

*The following Exhibits, A through J inclusive, are hereby made part of the Supplementary Conditions.*

EXHIBIT A

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| | PHONE (A/C, No, Ext): / FAX (A/C, No): | |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : | |
| INSURED: Contractor Sample | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | CLAIMS-MADE X OCCUR | X | X | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | X | X | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | X UMBRELLA LIAB / X OCCUR | | | | | | EACH OCCURRENCE | $ ,000,000 |
| | EXCESS LIAB / CLAIMS-MADE | X | X | | | | AGGREGATE | $ ,000,000 |
| | DED / X RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of Key West<br>P.O. Box 1409<br>Key West, FL 33041-1409 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

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EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".


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EXHIBIT D

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EARLIER NOTICE OF CANCELLATION PROVIDED BY US

**Number of Days Notice** 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**Schedule**

**Name of Person or Organization**

**Mailing Address**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 03 13**

**(Ed. 4-84)**

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

EXHIBIT G

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME

PHONE (A/C, No, Ext): FAX (A/C, No):

E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Navigable Waterway Addendum

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | X UMBRELLA LIAB / X OCCUR | | | | | | EACH OCCURRENCE | $ ,000,000 |
| | EXCESS LIAB / CLAIMS-MADE | X | X | | | | AGGREGATE | $ ,000,000 |
| | DED / X RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X WC STATUTORY LIMITS / OTHER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) | N/A | X | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| | Protection & Indemnity | X | X | | | | | $1,000,000 |
| | Crew Coverage (Jones Act) | | X | | | | | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Work comp to include USL&H coverage, if required by contract.

CERTIFICATE HOLDER

City of Key West
P.O. Box 1409
Key West, FL 33041-1409

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD

## LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. **Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

| State | Longshore and Harbor Workers' Compensation Act Coverage Percentage |
|---|---|

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____



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## MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

A. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. **Exclusions** is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D **We Will Defend** is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.



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## 9-7-12 Navigable waterway addendum

City of Key West confirms that the scope of services specified in the Contract, requires work on or near a navigable waterway. Waterway description: _____

Therefore the following coverages will indeed be required as specified in the contract documents.

**Workers Compensation / Employer Liability**

____ USL&H Coverage (Longshore and Harbor Workers' Compensation Act)
Endorsement WC 00 01 06 A

____ Jones Act Coverage*
Endorsement WC 00 02 01 A

**Marine Third Party Liability**

____ Protection & Indemnity $1,000,000 limit

*Jones Act (Crew) coverage may be provided under the P& I policy, if _____ is using an OWNED vessel during the course of the work.

# PART 4

# SCOPE OF WORK

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# SCOPE OF WORK

PART 1 - SCOPE OF WORK

1.1 DESCRIPTION

A. Work Included: The design and furnishing of all materials, equipment and labor for the construction of WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES and all necessary appurtenances and design drawings, record drawings, permit drawings, surveys, and incidental work to provide a complete and serviceable project identified as:

**GB1303 / WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES**

B. Related requirements in other parts of the Contract Documents: General and Supplementary Conditions of the Contract for Construction.

C. Contractor's Duties:

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

a. Prepare for Owner review, complete design and permit drawings stamped by the Contractor's Designated Engineer of Record (EOR), a licensed Professional Engineer (PE) registered in the State of Florida. The design must meet all applicable building, electrical, and fire safety codes.

b. Secure permits as necessary for proper execution and completion of the work. Permit fees will be reimbursed directly from the Permit Allowance with no markup, overhead, or profit applied.

c. Notify (in writing) all affected tenants of the City Marina at Garrison Bight (the construction site) of work to be performed. More specifically the notice shall state the day and time construction will begin, hours of work, the name and phone number of the Contractor's Superintendent and an end date for the project. Any such notice shall also be provided to the Owner.

d. Coordinate with electrical utility as necessary to provide metered electrical service(s) to the proposed installation(s). Contractor is to remit any one-time utility connection fees, inspection fees, and impact fees as necessary for connection of the facility to the power-providing utility's network. Said fees shall be reimbursed directly from the Utility Fee Allowance with no markup, overhead, or profit applied.

B. The Contractor shall be totally responsible for all permits required and shall ensure that construction complies with all applicable local, state, and federal codes.

C. The Contractor shall provide an experienced, qualified, and competent Superintendent to oversee the Work and perform quality assurance inspections. Prior to starting construction, the proposed Superintendent's qualifications shall be submitted in writing to the City for approval. The approved Superintendent shall be expected to remain for the duration of the Project, unless the City or Engineer deem him/her inadequate and requests his/her removal or the Contractor cannot continue his services to the Project for a reason or reasons that shall be communicated in writing to the City.

D. A replacement Superintendent shall be required to follow the same approval process as required for the original. The Superintendent shall provide to the City Inspector Construction Reports for each day of construction, the reports shall be in English, legible, and signed. Contractor shall provide PDF copies monthly. Reports shall include quality control (QC) checks done daily.

E. It shall be the Contractor's responsibility to request approval for entrance to the site for work on Saturdays, Sundays, holiday, and weekday hours other than 7:00 AM until 7:00 PM. No construction can commence before 8:00 AM on weekdays or before 9:00 AM on Saturdays.

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

1.2 CONTRACTOR'S USE OF PREMISES

A. Work shall be scheduled so as to minimize interference with on-going area activities.

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

C. This is a smoke free construction zone. **NO SMOKING PERMITED WITHIN CONSTRUCTION ZONE.**

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

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

F. Contractor shall provide drinking water and toilet facilities for construction personnel; The City will not provide.

G. Contractor shall be responsible for properly removing trash and waste materials from the site.

1.3 MAINTENANCE OF EXISTING UTILITIES OPERATION

A. Provide at least two (2) weeks notice prior to interruption of utility services for temporary or permanent connections.

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

C. Keys Energy shall be notified two weeks in advance in writing by the contractor for any KEYS support equipment required by the Contractor during any excavation. (e.g., Power poles next to excavations requiring support, etc.) No additional payment will be paid for this coordination.

D. Prior to commencing any excavation, Contractor will be responsible for utility notification and obtaining a necessary “LOCATE TICKET” obtained by contacting Sunshine One-Call (811) as required by Florida law.

**********

# PART 5

# SPECIFICATIONS AND DRAWINGS

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# GENERAL REQUIREMENTS

## PART 1.0 PROJECT DESCRIPTION

### 1.1 GENERAL

A. To determine the full scope of the project or any particular part of the project, coordinate the applicable information in the several parts of these Contract Documents.

B. The following additional information, though not all-inclusive, is given to assist contractors in their evaluation of the work required to meet the project objectives.

C. The CONTRACTOR shall be responsible for providing a licensed professional engineer registered in the State of Florida who will be the Engineer of Record (EOR) for this project..

## PART 2.0 SEQUENCE OF OPERATIONS

### 2.1 SCHEDULING

A. Plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the OWNER's representative to develop an approved work schedule which will permit the facilities to function normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable conditions. The CONTRACTOR shall do this work at such times and at no additional cost to the OWNER. Do not make connections between existing work and new work until necessary inspection and tests have been completed on the new work and it is found to conform in all respects to the requirements of the Contract Documents.

B. No work shall be started until the CONTRACTOR has received approved shop drawings, established material/delivery dates for all equipment, and received approval of the construction schedule from the Owner. The CONTRACTOR shall have sufficient manpower, equipment, and material to complete the project. No work shall commence without express consent of the OWNER.

### 2.2 COORDINATION

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

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

C. All contractors working on the site are subject to this requirement for cooperation and all shall abide by the OWNER’s decision in resolving project coordination problems without additional cost to the OWNER.

## 2.3 SHUTDOWN OF EXISTING OPERATIONS OR UTILITIES

A. The CONTRACTOR's work shall not result in the interruption of sewage, water, or solid waste service to any customers.

B. Connections to existing services or utilities, or other work that requires the temporary shutdown of any existing operations or utilities shall be planned in detail with appropriate scheduling of the work and coordinated with the OWNER or ENGINEER. Advance notice shall be given in order that the OWNER or ENGINEER may witness the shutdown, tie-in, and startup. The temporary shutdown must be approved by the OWNER. All tie in and bypass operations shall be the responsibility of the CONTRACTOR and are considered incidental to the cost of construction and provided at no additional cost to the OWNER.

C. All materials and equipment (including emergency equipment) necessary to expedite the tie-in shall be on hand prior to the shutdown of existing services or utilities.

## 2.4 PROGRESS OF CONSTRUCTION

A. The work shall proceed in a systematic manner so that a minimum of inconvenience will result to the public in the course of construction. The safety conditions of open excavations shall be the CONTRACTOR's responsibility. Completely backfill trenches daily.

B. Clean up construction debris, excess excavation, and excess materials immediately following the final backfilling.

# PART 3.0 SITE CONDITIONS

## 3.1 SITE INVESTIGATION AND REPRESENTATION

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

B. Failure by the CONTRACTOR to become acquainted with the physical conditions and all the available information will not relieve the CONTRACTOR from responsibility for properly estimating the difficulty or cost of successfully performing the work.

C. The CONTRACTOR warrants that as a result of examination and investigation of all the aforesaid data, the CONTRACTOR can perform the work in a good and workmanlike manner and to the satisfaction of the OWNER. The OWNER assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the OWNER.

## 3.2 INFORMATION ON SITE CONDITIONS

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

3.3 UTILITIES

A. The CONTRACTOR shall be responsible for determining, at his cost, the locations of all utilities shown identified on the 100% Construction Documents within the project area, and shall be responsible for contacting each utility for location and notification prior to commencing work.

B. The contractor shall comply with The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. Call the toll-free number, 811 and (800) 432-4770 for locates as it applies.

3.4 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

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

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

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

D. Neither the OWNER or ENGINEER nor their officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR's failure to protect utilities encountered in the work.

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

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

CONTRACTOR's expense.

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

3.5 INTERFERING STRUCTURES

A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.

B. Protect underground and aboveground existing structures from damage, whether or not they lie within the limits of the easements obtained by the OWNER. Where such existing fences, gates, sheds, buildings, or any other structure must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the CONTRACTOR's own expense. Notify the OWNER of any damaged underground structure, and make repairs or replacements before backfilling.

C. Without additional compensation, the CONTRACTOR may remove and replace in a condition as good as or better than original, such small miscellaneous structures as fences, mailboxes, and signposts that interfere with the CONTRACTOR's operations.

3.6 FIELD RELOCATION

A. During the progress of construction, it is expected that minor relocations of the work will be necessary. Such relocations shall be made only by direction of the ENGINEER. If existing structures are encountered which prevent the construction, and which are not properly shown on any Contract Drawings, notify the ENGINEER before continuing with the construction in order that the ENGINEER may make such field revisions as necessary to avoid conflict with the existing structures. If the CONTRACTOR shall fail to so notify the ENGINEER when an existing structure is encountered, and shall proceed with the construction despite this interference, he shall do so at his own risk.

3.7 PROTECTED VEGETATION

A. Trees and shrubs are regulated and protected. All trimming and pruning shall be done in accordance with City guidelines. This work will be considered incidental to the Project costs. CONTRACTOR shall obtain such guidelines and gain approvals before commencing work. Location of equipment proposed in existing raised planters shall be field-verified and approved by Owner prior to excavation and placement.

PART 4.0 TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES

4.1 SANITARY FACILITIES

A. The CONTRACTOR shall provide and maintain sanitary facilities for his employees and his subcontractors that will comply with the regulations of the local and state

departments of health and as directed by the OWNER.

4.2 STORAGE OF MATERIALS

A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the OWNER or lessee.

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

PART 5.0 SAFETY AND CONVENIENCE

5.1 SAFETY EQUIPMENT

A. The CONTRACTOR shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be clean and serviceable, in the opinion of the OWNER.

B. During construction, the CONTRACTOR shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety. All lights shall be regularly maintained, and in a fully operational state at all times.

5.2 ACCIDENT REPORTS

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

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

5.3 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

A. Authorized representatives of the state, federal, or local governmental agencies, shall at all times have safe access to the work, and the CONTRACTOR shall provide proper facilities for such access and inspection.

## 5.4 TRAFFIC MAINTENANCE AND SAFETY

A. Provide traffic maintenance plans where required by federal, state, county, or local agencies having jurisdiction.

B. Comply with all rules and regulations of the state, county, and city authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the OWNER. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project, and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.

C. Where traffic will pass over trenches after they are backfilled and before pavers are installed, the top of the trench shall be maintained in a condition that will allow normal vehicular traffic to pass over. Temporary access driveways must be provided where required. Cleanup operations shall follow immediately behind backfilling and the worksite shall be kept in an orderly condition at all times.

D. When signalmen and guards are required by regulation or when deemed necessary for safety, they shall be furnished with approved orange wearing apparel and other regulation traffic-control devices in accordance with FDOT provisions. Signalmen will be provided with “Stop and Go” paddles; flags are unacceptable.

## 5.5 TRAFFIC CONTROL

A. The CONTRACTOR shall provide at no cost to the OWNER a Maintenance of Traffic Plan, including 11 x 17-inch engineered drawings of his intended maintenance of traffic scheme, to the agency having jurisdiction for review and approval. This shall include barrier details, barricade type, and location. Two copies of the agency approved plan with drawings shall be submitted to the OWNER and ENGINEER prior to initiation of construction.

## 5.6 PROTECTION OF PROPERTY

A. Protect stored materials located adjacent to the proposed work. Notify property owners and tenants affected by the construction at least 48 hours in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business, unless the CONTRACTOR has made special arrangements with the City and affected persons.

B. The CONTRACTOR shall identify and isolate his work zone in such a manner as to exclude all personnel not employed by him, the ENGINEER, and the OWNER.

## 5.7 FIRE PREVENTION AND PROTECTION

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

5.8 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

A. Notify the fire department and police department before closing any street or portion thereof. No closing shall be made without the OWNER's approval. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access.

B. The CONTRACTOR shall leave a night emergency telephone number or numbers with the police department, the ENGINEER, the OWNER, and the DOCKMASTER so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.

PART 6.0 PRESERVATION, RESTORATION, AND CLEANUP

6.1 SITE RESTORATION AND CLEANUP

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

B. Remove excavated materials daily; do not stockpile material on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition.

C. All existing storm drainage systems shall be protected and shall properly drain. Restore storm existing systems culverts broken or damaged to their original condition and location as an incidental cost of construction.

6.2 FINISHING OF SITE, BORROW, AND STORAGE AREAS

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

6.3 STREET CLEANUP DURING CONSTRUCTION

A. The contractor shall on a daily basis thoroughly clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's operation. Sidewalks, unless under construction, shall be kept clear of material, and available for pedestrian use at all times.

6.4 DUST PREVENTION

A. Give all disturbed areas used in the construction area an approved dust-preventive treatment or periodically water to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced.

PART 7.0 SUBMITTALS PRIOR TO CONSTRUCTION

7.1 GENERAL

A. Requirements in this section are in addition to any specific requirements for submittals specified in other sections of these Contract Documents.

B. Design Drawings

1. Design drawings, as defined herein, are to be produced by CADD and be standard ISO/ANSI sheet size A1/B or A3/D.

2. Design drawings to be stamped by a registered Professional Engineer licensed in the state of Florida.

3. Submittals required for OWNER review of design package:
   a. 50% Design
   b. 90% Design
   c. 100% Design & Permit Set (Stamped)

PART 8.0 SUBMITTALS DURING CONSTRUCTION

A. Shop Drawings:

1. Shop drawings, as defined herein, consist of all drawings, diagrams, illustrations, schedules, and other data as defined below which are specifically prepared by or for CONTRACTOR to illustrate some portion of the work; and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer and submitted by Contract to illustrate material or equipment for distinct portions of the work.
2. Contents: Each of the shop drawing submittals shall be complete in all respects for equipment, controls, accessories, and associated appurtenances, and shall include, as a minimum, the following:
   a. Complete manufacturer's specifications, including materials, description, and paint system.
   b. Required technical information, data, samples, and calculations that are required.
   c. Required construction procedures and equipment that are required.

d. Requirements for storage and protection prior to installation.
e. A copy of the manufacturer's certification on all material installed, providing for the warranty period to commence on the date of final acceptance by the OWNER.

3. Submittal of incomplete or unchecked shop drawings will not be acceptable. Shop drawing submittals which do not clearly show CONTRACTOR's review stamp or specific written indication of CONTRACTOR's review will be returned to CONTRACTOR for resubmission.
4. Submittal of shop drawings not required under these Contract Documents will be returned to CONTRACTOR unreviewed and unstamped by ENGINEER.

## 7.2 RECORD DRAWINGS

A. The CONTRACTOR shall maintain a complete set of record drawings to show any items which differ from those shown on Drawings. Such Drawings shall be updated daily and submitted each month with the partial pay request. Final record drawings will be required before final payment can be made. Final record drawings shall be signed and sealed by a Professional Engineer and/or Surveyor currently licensed in the State of Florida

B. The CONTRACTOR shall keep the OWNER and ENGINEER apprised on a weekly basis, by providing Drawing mark-ups of the items that differ.

## 7.3 ADDITIONAL SUBMITTAL REQUIREMENTS

1. Shop drawings and other submittals will be reviewed no more than twice at the Owner’s expense. All subsequent reviews will be performed at times convenient to the ENGINEER and at the Contractor’s expense, based on the Engineer’s then prevailing rates (minimum $50.00 per additional review). The CONTRACTOR shall reimburse the OWNER for all such fees invoiced to the OWNER by the ENGINEER. Re-submittals are required until approved.

2. Any need for more than one resubmission, or any other delay in obtaining Engineer’s review of submittals, will not entitle CONTRACTOR to extension of the Contract Time.

3. The CONTRACTOR shall be responsible for submitting to the OWNER, as-built scale drawings as verified by a licensed surveyor in the specified file format: AutoCAD® DWG, version 2010 or later. Refer to Supplementary Conditions Item 72.A.6 for additional record drawing requirements.

END OF SECTION

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SECTION 26 00 10

BASIC ELECTRICAL GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 AUXILIARIES AND ACCESSORIES

A. Include all auxiliaries and accessories for complete and properly operating systems.

B. Provide and install all electrical systems and necessary accessories as per the National Electrical Code (NEC) edition as adopted by the local authority having jurisdiction and local codes whether or not specified herein or shown on drawings. The content of these specifications (Division 26) and contract documents in general only refers to work required above and beyond the requirements of the NEC and applicable local codes.

1.02 LAYOUT OF WORK

A. Drawings are diagrammatic. Correlate final equipment locations with governing architectural and structural drawings. Lay out before installation so that all trades may install equipment in spaces available. Provide coordination as required for installation in a neat and workmanlike manner.

1.03 INVESTIGATION OF SITE

A. Check site and existing conditions thoroughly before bidding. Advise engineer of discrepancies or questions noted.

1.04 SUPERVISION OF THE WORK

A. Provide field superintendent who has had a minimum of four (4) years previous successful experience on projects of comparable size and complexity. Superintendent shall be present at all times that work under this division is being installed or affected. Superintendent shall have passed a proctored H.H. Block journeyman exam and shall be a licensed journeyman. At least one member of the electrical contracting firm shall hold a state master certificate of competency.

1.05 COORDINATION

A. Provide all required coordination and supervision where work connects to or is affected by work of others, and comply with all requirements affecting this division. Work required under other divisions. Specifications or drawings to be performed by this division shall be coordinated with the contractor and such work performed at no additional cost to owner.

B. Locate all openings required for work performed under this section. Provide sleeves, guards or other approved methods to allow passage of items installed under this section.

1.06 BASIS FOR WIRING DESIGN

A. The drawings and specifications describe specific sizes of switches, breakers, conduits, conductors, and other items of wiring equipment. These sizes are based on specific items of power consuming equipment. Wherever the contractor provides power consuming equipment which differs from drawings and specifications, the wiring and associated circuit components for such equipment shall be changed to match at no additional expense to the owner.

1.07 PROTECTION AND CLEAN UP

A. Suitably protect all equipment furnished under this division during construction. Restore all damaged surfaces and items to "like new" condition before a request for substantial completion inspection.

1.08 MATERIALS

A. Reference: "General Conditions of the contract".

B. Where a manufacturer's model number is listed, this model shall set the standard of quality and performance required. Where no brand name is specified, the source and quality shall be subject to engineer's review and acceptance.

1.09 SUBSTITUTIONS

A. Each bidder represents that his bid is based upon the equipment and materials described in Division 26 of the specifications.

B. Substitution submittals shall include the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and other information necessary for the engineer to determine that the equipment meets all specifications and requirements. Pre-approval of proposed substitutions is required for equipment supplied under this division and must be submitted 10 days prior to bid opening.

C. Substituted equipment or optional equipment where permitted and approved, must conform to space requirements. Substituted equipment that cannot meet space requirements, whether approved or not, shall be replaced at the contractor's expense. Modifications of related systems as a result of substitutions shall be made at the contractor's expense.

1.10 TECHNICAL INFORMATION BROCHURES AND SUBMITTALS

A. Submit technical information brochures at start of construction or within 30 days after award of the contract. Each brochure shall consist of adequately sized, hard-cover, 3-ring binder for 8-1/2" x 11" sheets. Provide correct designation on outside cover and on end of brochure. When, in the judgment of the engineer, one binder is not enough to adequately catalog all data, an additional binder will be required and data split as directed by the engineer.

B. The first sheet in the brochure shall be an index page listing all equipment contained in the brochure which pertains to the project. The second sheet shall be prepared by the contractor, and

shall list manufacturer's authorized representative for this project. The third sheet shall list manufacturer's authorized maintenance comp~ addresses for equipment on this project.

C. Provide reinforced separation sheets tabbed with the appropriate specification reference number and typed index for each section.

D. Technical information consisting of marked catalog sheets or si«>p drawings shall be inserted in the brochure in proper order on all items herein specified or shown on drawings.

E. The general contractor shall review the brochures before submitting to the engineer. No request for payment will be considered until the brochure has been reviewed and submitted for checking.

F. Shop drawings

1. Drawings shall include identification of project and names of architect, engineer, general contractor, subcontractor and/or supplier as applicable. Data shall be numbered sequentially and indicate in general

A. Fabrication and erection dimensions.

B. Arrangements and sectional views.

C. Necessary details, including complete information for making connections with other work.

D. Kinds of materials and finishes.

E. Descriptive names of equipment.

F. Modifications and options to standard equipment required by the contract.

G. Leave blank area, size approximately 4 by 2- 1/2 inches, near title block (for engineer's stamp imprint).

H. In order to facilitate review of drawings, insofar as practicable, they shall be noted, indicating by cross reference the contract drawings, note, and/or specifications paragraph numbers where item(s) occur in the contract documents.

I. See specific sections of specifications for further requirements.

G. Product data

1. Submit technical data verifying that the item submitted complies with the requirements of the specifications. Technical data shall include manufacturer's name and model number, dimensions, weights, electrical characteristics, and clearances required. Indicate all optional equipment and changes from the standard item as called for in the specifications. Furnish drawings, or diagrams, dimensioned and in correct scale, covering equipment, showing arrangement of components and overall coordination.

2. In order to facilitate review of product data, insofar as practicable. They shall be noted, indicating by cross reference the contract drawings, note, and/or specification paragraph numbers where item(s) occur in the contract documents.

3. See specific sections of specifications for further requirements.

H. PROCESSING SUBMITTALS

1. Product data: for standard manufactured materials, products and items submit copies as required under Division 1 Specifications. If submittal is rejected, resubmit copies of new data.
2. Reference: “General Conditions of the contract."
3. Note that the review of shop drawings, or other information submitted in accordance with the requirements heretofore specified, does not assure that the engineer, architect, or any other owner's representative. Attests to the dimensional accuracy or dimensional suitability of the material or equipment involved, the ability of the material or equipment involved or the mechanical/electrical performance of equipment. Review of shop drawings does not invalidate the plans and specifications if in conflict, unless a letter requesting such change is submitted and approved on the engineer's letterhead.

I. DELAYS

1. Contractor is responsible for any delays in job progress accruing directly or indirectly from late submissions or resubmissions of shop drawings, product data or samples.

1.11 PROGRESS AND RECORD DRAWINGS

A. Keep two sets of black or blue on white prints at the job site. Neatly mark-up design drawings each day as components are installed taking care to reflect any variations. Different colored pencils shall be used for different systems. All items on progress drawings shall be shown in actual location installed. Change any equipment schedules to agree with items actually furnished.

B. Prior to request for final payment, furnish a set of “as-built” reproducibles and two sets of prints to the engineer, unless otherwise specified.

1.12 OPERATING INSTRUCTIONS

A. Submit for checking a specific set of wr1tien operating instructions on each item which require instructions to operate. After approval, provide one copy for insertion in each technical information brochure.

1.13 MAINTENANCE INSTRUCTIONS

A. Submit for approval maintenance information consisting of manufacturer's printed instructions and parts lists for each major item or equipment. After approval, insert information in each technical information brochure.

1.14 SYSTEMS GUARANTEE

A. The work required under this division shall include a one-year guarantee. This guarantee shall be by the contractor to the owner for any defective workmanship or material which has been furnished under this contract at no cost to the owner for a period of one year from the date of substantial completion of the system. This guarantee shall not include light bulbs in service after one month from date of substantial completion of the system. Explain the provisions of guarantee to the owner at the "demonstration of completed system."

1.15 FINAL INSPECTION

A. All work on the project shall be completed, and all forms and other information shall be submitted for approval one week before the request for final inspection.

1.16 EQUIPMENT TO BE OF SINGLE MANUFACTURER

A. In general all like equipment shall be supplied and manufactured by same manufacturer.

1.17 GENERAL

A. Where the requirements of another division, section, or part of these specifications exceed the requirements of this division, those requirements shall govern.

~~~ END OF SECTION 26 00 10 ~~~
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# WORK INCLUDED

1.01 DESCRIPTION OF SYSTEM

A. The work required under this division shall include all materials, labor and auxiliaries required to design, obtain permits for, and install a complete and properly operating electrical system. The electrical system required under this division consists basically of, but is not limited to the following.

1. Complete design and permit drawings, stamped by a Florida-licensed Professional Engineer, documenting the design of a complete marina electrical distribution system, further described below and in the Scope of Work section of the contract documents.
2. Complete distribution system for marine shore power including feeders from utility company transformer to main switchgear and connections to power pedestals.
3. A secondary grounding system as indicated and specified.
4. Power distribution panel boards.
5. Main power/surge protection systems.

~~~ END OF SECTION 26 00 15 ~~~
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SECTION 26 00 23

CODES, FEES, AND STANDARDS

PART 1 - GENERAL

1.01 CODES AND FEES

A. Install in accordance with latest edition of the National Electric Code (NEC) and the regulations of governing local, and other applicable codes, including the utility company. Pay for all required licenses, fees and inspections.

B. All work and equipment under this division shall be in strict compliance with the applicable provisions of the latest editions of the following codes and standards in force at the time of permit issuance:

1. Florida Building Code 5th edition
2. National Electrical Code (NEC) 2011 edition
3. Requirements of local power company

C. All fees for permits and inspections shall be paid by the contractor and reimbursed in full by the owner with no markup, overhead, or profit added.

1.02 STANDARDS

A. All materials shall be new and free of defects, and shall be UL listed, bear the UL label or be labeled or listed with an approved, nationally recognized electrical testing agency. Where no labeling or listing service is available for certain types of equipment, test data shall be submitted to prove to the engineer that equipment meets or exceeds available standards.

1.03 UTILITY COMPANY FEES, CHARGES, COSTS

A. It is the contractor's responsibility to contact the required utility company to determine if any fees, charges or costs will be due the utility company. Fees for temporary power shall be included in the contractor's bid price. Utility company fees for permanent power shall be paid by the contractor and reimbursed in full by the owner with no markup, overhead, or profit added.

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SECTION 26 05 19

WIRES AND CABLES

1.01 GENERAL PROVISIONS

A. CONDUCTORS

1. All conductors shall be copper type XHHW2 unless specified otherwise. Type “W” or type “DLO” as indicated on drawings and only at transitions from fixed docks to gangways to floating docks. No aluminum wiring shall be permitted. All wire shall be sized as shown on the drawings.
2. Wiring at the transition to the floating dock(s) shall be type “W” or “DLO” cable single conductor or “G” cable multi-conductor cable.
3. All like wire types shall be from a single manufacturer unless expressly authorized in writing by both owner and engineer.

B. TAPS AND SPLICES

1. All taps and splices in handholes or in ground pull boxes shall be waterproof submersible-type connectors. Basis of design: CMC type SSBC-S rubber-insulated secondary connectors. Install sleeve kits as per manufacturer's installation instructions.

C. COLOR CODING

1. All power feeders shall be wired with industry standard color-coded wire or shall have black insulation and be similarly color-coded with tape or paint within all junction boxes and panels. Tape or paint shall completely cover the entire length of conductor insulation within the box or panel.

1.02 SUBMITTALS

A. Submit manufacturer's data sheets on all major types of wires and cables including splicing tape, and terminating/splicing lugs or connectors and cable sleeves.

~~~ END OF SECTION 26 05 19 ~~~
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SECTION 26 05 26

SECONDARY GROUNDING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Power system grounding.

B. Electrical equipment and raceway grounding and bonding.

1.02 SYSTEM DESCRIPTION

A. Ground the electrical service system neutral at service entrance equipment to dedicated ground field and minimum of two (2) grounding electrodes.

B. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables.

C. Subpanels shall have grounds and neutrals isolated (i.e., NOT bonded, per NEC requirement).

D. Grounding as designed and specified shall meet the criteria defining a “solidly grounded system.”

PART 2 - PRODUCTS

2.01 MATERIALS

A. Ground rods: copper-clad steel, 3/4 inch diameter, minimum length 10 feet.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Provide a separate insulated equipment grounding conductor with each feeder and branch circuit. Terminate each end on a grounding lug, bus, or bushing.

B. Use minimum 2 AWG solid copper conductor for service grounding conductor.

C. All ground connections at ground rods shall be thermofusion type and shall contained in a plastic or composite inspection port, 8” in diameter and be accessible by removal of a visible cover appropriately identified as “ELECTRICAL GROUND.”

3.02 FIELD QUALITY CONTROL

A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.

B. All panels and subpanels shall have a verified maximum earth-ground resistivity of 2.5 ohms using an industry-standard and NEC-compliant test method.

~~~ END OF SECTION 26 05 26 ~~~
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SECTION 26 05 33

RACEWAYS AND CONDUIT

PART 1 - GENERAL

1.01 DESCRIPTION

A. DESCRIPTION OF SYSTEM

1. The entire installation shall be in PVC plastic conduit, unless specifically noted otherwise. Only schedule 40 PVC shall be used for all raceways trapped underground or under dock structure. Minimum conduit size shall be 3/4• unless noted otherwise on drawings. All conduit shall be UL listed and labeled. Conduit sizes shown on the drawings are to aid the contractor in bidding only; the contractor is responsible for conduit sizes as required by NEC fill tables.

1.02 SUBMITTALS

A. PRODUCT DATA

1. Product data shall be submitted on conduit and conduit fittings. Product data shall show compliance with this section of the specifications, including ul label. Manufacturer, and manufacturer's written installation instructions.

PART 2 - PRODUCTS

2.01 PVC CONDUIT

A. PVC conduit shall be composed of high impact PVC (polyvinyl chloride c-20d compound), and shall conform to industry standards, and be UL listed in accordance with article 352 of national electrical code for underground and exposed use. Materials must have tensile strength of 55 psi, at 70ºF, flexural strength of 11,000 psi, and compression strength of 8600 psi.

2.02 EXPANSION FITTINGS

A. Conduit expansion fittings shall be schedule 40 PVC shall have an expansion chamber to allow approximately two-inch movement parallel to conduit run in either direction from normal they shall have factory-installed packing. Expansion fittings shall be spaced as recommended by the manufacturer.

PART 3 - EXECUTION

3.01 INSTALLATION

A. All raceways shall be run in neat and workmanlike manner and shall be properly supported in accordance with the in-effect edition of NEC with approved stainless steel conduit clamps, hanger rods and structural fasteners.

B. All raceway runs, whether terminated in boxes or not, shall be capped during the course of construction and until wires are pulled in, and covers are in place. No conductors shall be pulled into raceways until construction work which might damage the raceways has been completed.

C. All raceways shall have an insulated copper system ground conductor throughout the entire length of circuit installed within conduit in strict accordance with NEC. Grounding conductor shall be included in total conduit fill determining conduit sizes, even though not included or shown on drawings. Grounding conductors run with feeders shall be bonded to portions of conduit that are metal by approved ground bushings.

D. Raceways which do not have conductors furnished under this division of the specifications shall be left with an approved nylon pullcord in raceway.

~~~ END OF SECTION 26 05 33 ~~~
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SECTION 26 22 00

LOW-VOLTAGE TRANSFORMERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Distribution, dry-type transformers rated 600 V and less, with capacities up to 1500 kVA.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment.

3. Include diagrams for power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Source quality-control reports.

C. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Temporary Heating: Apply temporary heat according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. SEIMENS

B. SQUARE D

C. EATON

2.2 GENERAL TRANSFORMER REQUIREMENTS

A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Transformers Rated 15 kVA and Larger: Comply with NEMA TP 1 energy-efficiency levels as verified by testing according to NEMA TP 2.

1. Coil Material: Copper.

D. Encapsulation: Transformers smaller than 30 kVA shall have core and coils completely resin encapsulated.

2.3 DISTRIBUTION TRANSFORMERS

A. Comply with NFPA 70, and list and label as complying with UL 1561.

B. Cores: One leg per phase.

C. Enclosure: Ventilated.

1. NEMA 250, Type 2: Core and coil shall be encapsulated within resin compound utilizing a vacuum pressure impregnation process to seal out moisture and air.

D. Transformer Enclosure Finish: Comply with NEMA 250.

1. Finish Color: White.

E. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and four 2.5 percent taps below normal full capacity.

F. Insulation Class, Smaller than 30 kVA: 185ºC, UL-component-recognized insulation system with a maximum of 115ºC rise above 40ºC ambient temperature.

G. Insulation Class, 30 kVA and Larger: 220ºC, UL-component-recognized insulation system with a maximum of 150ºC rise above 40ºC ambient temperature.

H. K-Factor Rating: Transformers indicated to be K-factor rated shall comply with UL 1561 requirements for nonsinusoidal load current-handling capability to the degree defined by designated K-factor.

1. Unit shall not overheat when carrying full-load current with harmonic distortion corresponding to designated K-factor.
2. Indicate value of K-factor on transformer nameplate.
3. Unit shall meet requirements of NEMA TP 1 when tested according to NEMA TP2 with a K-factor equal to one.

I. Electrostatic Shielding: Each winding shall have an independent, single, full-width copper electrostatic shield arranged to minimize interwinding capacitance.

1. Arrange coil leads and terminal strips to minimize capacitive coupling between input and output terminals.
2. Include special terminal for grounding the shield.

J. Neutral: Rated 200 percent of full load current for K-factor rated transformers.

K. Wall Brackets: Manufacturer's standard brackets.

2.4 IDENTIFICATION DEVICES

A. Nameplates: Engraved, laminated-plastic or metal nameplate for each distribution transformer, mounted with STAINLESS STEEL SCREWS OR FLAT-HEAD RIVETS. Nameplates and label products are specified in Section 260553 "Identification for Electrical Systems."

2.5 SOURCE QUALITY CONTROL

A. Test and inspect transformers according to IEEE C57.12.01 and IEEE C57.12.91.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify that ground connections are in place and requirements in Section 260526 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.

B. Environment: Enclosures shall be rated for the environment in which they are located. Covers for NEMA 250, Type 4X enclosures shall not cause accessibility problems.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

D. Install wall-mounted transformers level and plumb with wall brackets fabricated by transformer manufacturer.

1. Coordinate installation supports with actual transformer provided.

E. Anchor floor-mounted transformers according to manufacturer's written instructions and requirements in Section 260529 "Hangers and Supports for Electrical Systems."

1. Coordinate size and location of base SUPPORTS with actual transformer provided.

F. Secure transformer to concrete base according to manufacturer's written instructions.

G. Secure covers to enclosure and tighten all bolts to manufacturer-recommended torques to reduce noise generation.

H. Remove shipping bolts, blocking, and wedges.

3.2 CONNECTIONS

A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

D. Provide flexible connections at all conduit and conductor terminations and supports to eliminate sound and vibration transmission to the building structure.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

1. Perform each visual and mechanical inspection and electrical test stated in NETA ATS for dry-type, air-cooled, low-voltage transformers. Certify compliance with test parameters.

B. Remove and replace units that do not pass tests or inspections and retest as specified above.

C. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of transformer connections.

1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.

2. Perform two follow-up infrared scans of transformers, one at four months and the other at 11 months after Substantial Completion.

3. Prepare a certified report identifying transformer checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.

3.4 ADJUSTING

A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 5 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.

B. Connect buck-boost transformers to provide nameplate voltage of equipment being served, plus or minus 5 percent, at secondary terminals.

C. Output Settings Report: Prepare a written report recording output voltages and tap settings.

~~~ END OF SECTION 26 22 00 ~~~
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SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Main service, subpanels, and branch circuit panelboard with ratings as indicated.

1.02 SUBMITTALS

A. Submit shop drawings for equipment and component devices.

B. Include outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker and fusible switch arrangement and sizes.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS - PANELBOARDS

A. Eaton

B. Square D

C. G.E.

D. Siemens

E. Or Equal

2.02 PANELBOARDS

A. Panelboards shall be bolt-on circuit breaker type.

B. Enclosure shall be NEMA 4X stainless steel with white powder coated paint finish, rainproof.

C. Provide panelboards with bus ratings as scheduled.

D. All panelboards shall be fully rated with minimum integrated short circuit rating as indicated on drawings.

E. Molded case circuit breakers: bolt-on type thermal/magnetic trip circuit breakers, with common trip handle for all poles.

F. All busing and wiring is to be copper. Specify that all field-replaceable lugs are to be copper (switchgear, switchboards, and panelboards), no aluminum is allowed due to failure from over-torquing.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install panelboards plumb and flush with supporting structure.

B. Height: 6 ft. To top.

C. Provide cover plates for unused spaces in panelboards.

D. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuit changes required to balance phase loads.

3.02 FIELD QUALITY CONTROL

A. Visible and mechanical inspection: inspect for physical damage. Proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.

~~~ END OF SECTION ~~~
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SECTION 26 24 50

GROUND FAULT MONITORING SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section describes the materials and installation requirements for ground monitoring equipment to measure "leakage" current to ground.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. General electrical requirements.

B. Raceways, boxes, and fittings.

C. Wire and cable.

D. Motor controls.

E. Grounding.

1.03 SUBMITTALS

A. Submit shop drawings, product data and manufacturer's installation instructions.

B. The ground monitor submittals shall also include

1. Dimensional drawings of each monitor type.
2. Panel board mounting detail.

1.04 MANUFACTURERS

A. All monitors for AC distribution and branch circuit protection shall be provided by a single manufacturer.

PART 2 - PRODUCTS

2.01 MAIN SERVICE MONITORS AT DISTRIBUTION PANELS

A. Monitors shall be listed in accordance with U.L FILE #E173157.

B. The ground fault monitors shall be BENDER MODEL RCM470LY-13-MA/RCMS460-D or approved equal. These devices shall monitor the insulation level of grounded single phase marina power system by measuring the ground fault leakage current.

C. The monitors shall provide advanced warning of developing faults without the problems associated with high sensitivity nuisance tripping. The monitors shall be an IEC755 type a ground fault monitor that can detect sinusoidal AC ground fault currents and pulsating DC ground fault currents.

D. The response value current shall be steplessly adjustable between 1OmA and 10A and the delay time shall be adjustable between 0 and 10 seconds. The relay shall be equipped with an LED bar-graph indicator. An external analog meter shall be capable of being connected and by using an optional external transducer, a 4 to 20mA signal shall be available. Meter indication shall be from 10 to 100% where 100% is equal to the alarm set-point value.

E. The RCM470LY-13-MA shall be designed for use with external special U.L. listed current transformers designed to prevent nuisance tripping.

F. Monitors shall be suitable for installation into standard distribution panels.

G. Ground fault current shall be evaluated by special current transformers and converted into measuring signal.

H. When a ground fault current exceeds the alarm setup point value, the alarm led illuminates and the alarm relay switches after the adjusted time delay. The alarm relay shell be selectable to be in the normally energized or normally de-energized mode and with or without latching.

I. The fault memory shall be reset by pushing a test/reset button located at the front plate, provided that the ground leakage current is 25% below the alarm set-point value.

J. Ground leakage current shall be indicated on the LED bar graph indicator and the external meter in percent related to the alarm set-point value.

K. Connection to the external current transformer shall be continuously monitored. An open circuit within the current transformer shall be indicated by a flashing alarm LED and alarm relay. The function of the current transformer and measuring circuit as well as the alarm LED and the alarm relay shall be checked by pushing the test button.

L. Monitor shall individually monitor each feeder circuit leaving the panel in lieu of the incoming main. Alarm relay shall be connected to shunt trip of associated circuit breaker.

PART 3 - EXECUTION

3.01 MAIN DISTRIBUTION PANEL

A. Conductors between the monitor and point of attachment shall be kept short and straight.

~~~ END OF SECTION ~~~
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SECTION 26 27 10

ELECTRIC SERVICE

PART 1 – GENERAL

1.01 GENERAL DESCRIPTION

A. DESCRIPTION OF SYSTEM

1. The electrical utility company will provide the electrical service of the characteristics as shown on the drawings. The contractor's work will begin where the utility company's work ends.
2. The contractor shall furnish all labor, materials, drawings, project review forms, load calculations, etc. Necessary for a complete approved electrical service as required for this project, including inspection and approval by the utility and local inspection departments.
3. The contractor shall notify the utility company in writing, with two copies to the engineer, no later than ten (10) days after signing contracts as to when this contractor anticipates the power service will be required.
4. The contractor shall pay all one-time utility connection and service impact fees for permanent power and shall be reimbursed in full by the owner with no markup, overhead, or profit added.

~~~ END OF SECTION 26 27 10 ~~~
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SECTION 262713 - ELECTRICITY METERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes equipment for electricity metering by Utility Company.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For electricity-metering equipment.

1. Dimensioned plans and sections or elevation layouts.

2. Wiring Diagrams: For power, signal, and control wiring. Identify terminals and wiring designations and color-codes to facilitate installation, operation, and maintenance.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by UL and marked for intended location and application.

1.5 PROJECT CONDITIONS

A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:

1. Notify OWNER no fewer than seven days in advance of proposed interruption of electrical service.

2. Do not proceed with interruption of electrical service without OWNER'S written permission.

1.6 COORDINATION

A. Electrical Service Connections: Coordinate with Utility Companies and components they furnish as follows:

1. Comply with requirements of Utilities providing electrical power services.

2. Coordinate installation and connection of utilities and services, including provision for electricity-metering components.

PART 2 - PRODUCTS

2.1 EQUIPMENT FOR ELECTRICITY METERING BY UTILITY COMPANY

A. Meters will be furnished by Utility Company.

B. Current-Transformer Cabinets: Comply with requirements of electrical-power Utility Company.

C. Meter Sockets: Comply with requirements of electrical-power Utility Company.

D. Meter Sockets: Steady-state and short-circuit current ratings shall meet indicated circuit ratings.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with equipment installation requirements in NECA 1.

B. Install meters furnished by Utility Company. Install raceways and equipment according to utility company's written requirements. Provide empty conduits for metering leads and extend grounding connections as required by Utility Company.

3.2 IDENTIFICATION

A. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

1. Comply with Utility Company requirements.

B. Electricity metering will be considered defective if it does not pass Utility’s tests and inspections.

~~~ END OF SECTION 26 27 13 ~~~
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SECTION 26 27 16

ELECTRICAL CABINETS AND ENCLOSURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes hinged cover enclosures, cabinets, and accessories.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's standard data for enclosures and cabinets.

1.3 EXTRA MATERIALS

A. Furnish two originals of each key.

PART 2 - PRODUCTS

2.1 Due to the corrosive exterior environment, all electrical cabinets and enclosures are to be NEMA Type 4, 3R stainless steel, gasketed.

2.2 HINGED COVER ENCLOSURES

A. Manufacturers:

1. Eaton - Marina Power Division.
2. Marina Power Co. Miami, FL.
3. Marina Electrical Equipment.
4. “Or equal” submitted as a substitution and with written approval of Engineer and Owner.

B. Construction: NEMA type 4,or 3R stainless steel, gasketed for outdoor installations and powdercoated white.

C. Covers: Continuous hinge, held closed by flush latch operable by key.

D. Finish with white enamel.

E. All combination or “substation” enclosures shall have mechanically and electrically isolated chambers for transformer section and distribution panel section. Each chamber shall be accessible only through its own hinged and lockable cover. Warning labels indicating specific hazards and the voltages present shall be prominently placed on the transformer cover.

2.3 CABINETS

A. Manufacturers:

1. Eaton - Marina Power Division.
2. Marina Power Co. Miami, FL.
3. Marina Electrical Equipment, Williamsburg, VA.
4. “Or equal” submitted as a substitution and with written approval of both Engineer and Owner.

D. Fronts: Stainless Steel, flush or surface type with screw cover front, door with concealed hinge. Finish with white powdercoat.

E. Knockouts: as required for conduit entry. Install grommets or other approved mechanical protection at all cut or punched holes that wire or cable will pass through.

F. Furnish metal barriers to form separate compartments wiring of different systems and voltages.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install enclosures and boxes plumb. Anchor securely to structural supports at each corner per manufacturer recommendations.

B. Install cabinet fronts plumb.

C. Install all cabinets such that all internally-exposed components are above the electrical datum as specified in the NEC section 555.

~~~ END OF SECTION 26 27 16 ~~~
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SECTION 26 28 16

ENCLOSED CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes the following individually-mounted circuit breakers:

1. Molded-case circuit breakers.
2. Enclosures.

1.2 SUBMITTALS

A. Product data: for each type of enclosed circuit breaker, accessory, and component indicated.

B. Shop drawings: diagram power, signal, and control wiring.

C. Field quality-control test reports.

D. Operation and maintenance data.

1.3 QUALITY ASSURANCE

A. Electrical components, devices, and accessories: listed and labeled as defined by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available manufacturers: subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to, manufacturers specified.

2. Manufacturers: subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 MOLDED-CASE CIRCUIT BREAKERS AND SWITCHES

A. MANUFACTURERS:

1. Eaton Corporation: Cutler-Hammer Products.
2. General Electric Co.: Electrical Distribution & Control Division.
3. Moeller Electric Corporation.
4. Siemens Energy & Automation, Inc.
5. Square-D Group, Schneider.

B. MOLDED-CASE CIRCUIT BREAKER: 65KAIC INTERRUPTING CAPACITY.

1. Thermal-magnetic circuit breakers: inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250A and larger.

2. Adjustable instantaneous-trip circuit breakers: magnetic trip element with front-mounted, field-adjustable trip setting.
3. Current-limiting circuit breakers: frame sizes 400A and smaller and let-through ratings less than NEMA FU 1, RK-5.

C. MOLDED-CASE CIRCUIT -BREAKER FEATURES AND ACCESSORIES:

1. Standard frame sizes, trip ratings, and number of poles.
2. Lugs: mechanical style with compression lug kits suitable for number, size, trip ratings, and conductor material.

2.3 ENCLOSURES

A. Enclosures shall be weather resistant, NEMA 4X stainless steel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Mount individual circuit breakers with tops at uniform height, unless otherwise indicated.

B. Comply with mounting and anchoring requirements specified by manufacturer.

C. Temporary lifting provisions: remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

D. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as required.

3.2 FIELD QUALITY CONTROL

A. Inspect mechanical and electrical connections.

~~~ END OF SECTION ~~~
~~~

SECTION 26 43 13

SURGE PROTECTIVE DEVICE (SPD)

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section describes the materials and installation requirements for surge protective devices (SPD) for the protection of all ac electrical circuits from the effects of lightning induced currents, substation switching transients and internally generated transients resulting from inductive and/or capacitive load switching.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. General electrical requirements.

B. Raceways, boxes, and fittings.

C. Wire and cable.

D. Grounding.

1.03 SUBMITTALS

A. Submit shop drawings, product data and manufacturer's installation instructions.

B. The surge suppression submittals shall also include

1. Dimensional drawing of each suppressor type indicating the following.

A. Service entrance suppressors

- Copper bus bars for internal connections
- Replaceable modules on each phase
- Replaceable 200,000 AIC fuses on each module

B. Downstream suppressors - line to neutral, line to ground, and neutral to ground suppression paths

2. IEEE C62.41-1991 CATEGORY C3 (20 KV, 10 KA, 8/20 115 WAVEFORM) clamp voltage test results from an independent test lab.

1.04 MANUFACTURERS

A. All suppressors for ac distribution and branch circuit protection within a single facility shall be provided by a single manufacturer. The same manufacturer who provides main panel suppressors shall provide suppressors for distribution and branch panels.

PART 2 - PRODUCTS

2.01 MAIN SERVICE SUPPRESSORS AT DISTRIBUTION PANEL

A. Suppressors shall be listed in accordance with UL 1449, standard for safety, transient voltage surge suppressors, and UL 1283 electromagnetic interference filters.

B. The unit shall provide the following suppression paths: line to ground, line to neutral, and neutral to ground.

C. Suppressors shall meet or exceed the following criteria set forth in C.U.L.

D. Suppressors shall be made of solid-state components and operate bi-directionally.

E. The suppressor shall have a response time no greater than five nanoseconds for any of the individual protection modes.

F. Suppressors shall be designed to withstand a maximum continuous operating voltage (MCOV) of not less than 115X of nominal RMS voltage.

G. Visible indication of proper suppressor connect operation shall be provided.

H. The suppressor manufacturer shall provide certified test data confirming a "fail-short" failure mode.

I. Suppressors shall be manufactured in the United States. All major components shall also be of American manufacture.

J. Suppressors shall have a five-year warranty, incorporating unlimited replacements of suppressors if they are destroyed by transients within the warranty period.

K. Suppressors shall be an integral part of the main power distribution panel shall be as manufactured by Advanced Protection Technologies, Inc., XTE/XHP Series: or approved equal by Square D, Siemens or G.E.

PART 3 - EXECUTION

3.01 MAIN DISTRIBUTION PANEL

A. Conductors between suppressor and point of attachment shall be kept short and straight.

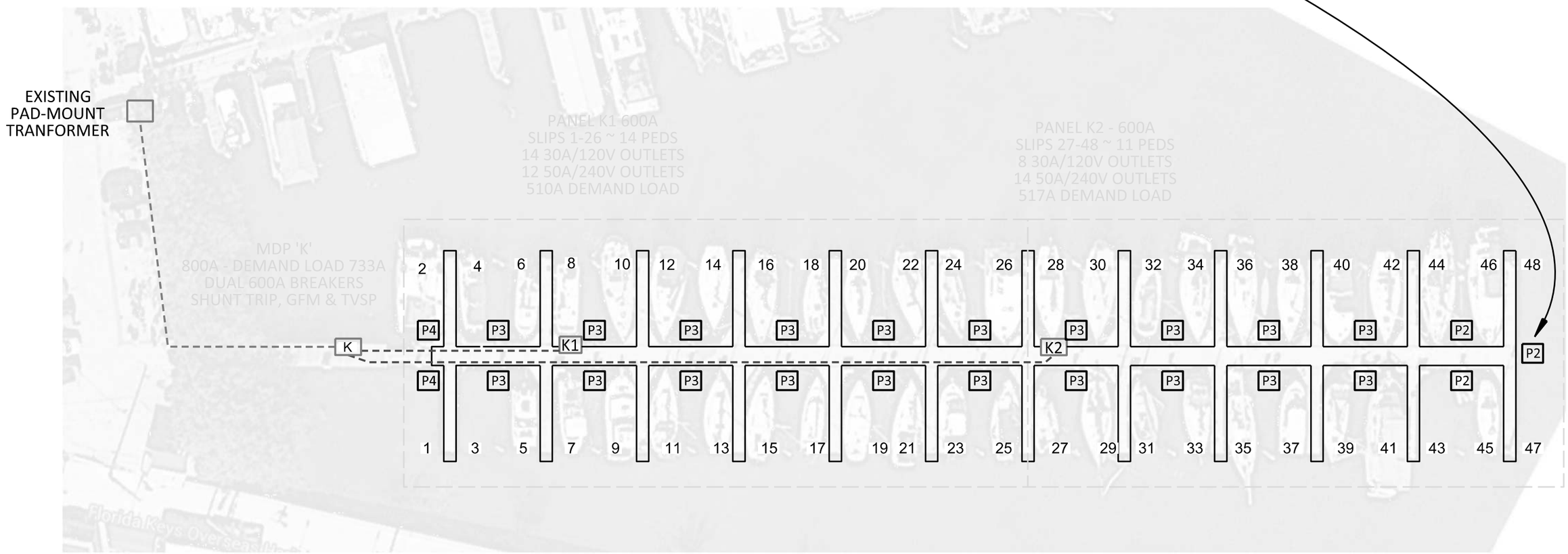
B. Neutral and ground shall not be bonded together at secondary panel board locations.

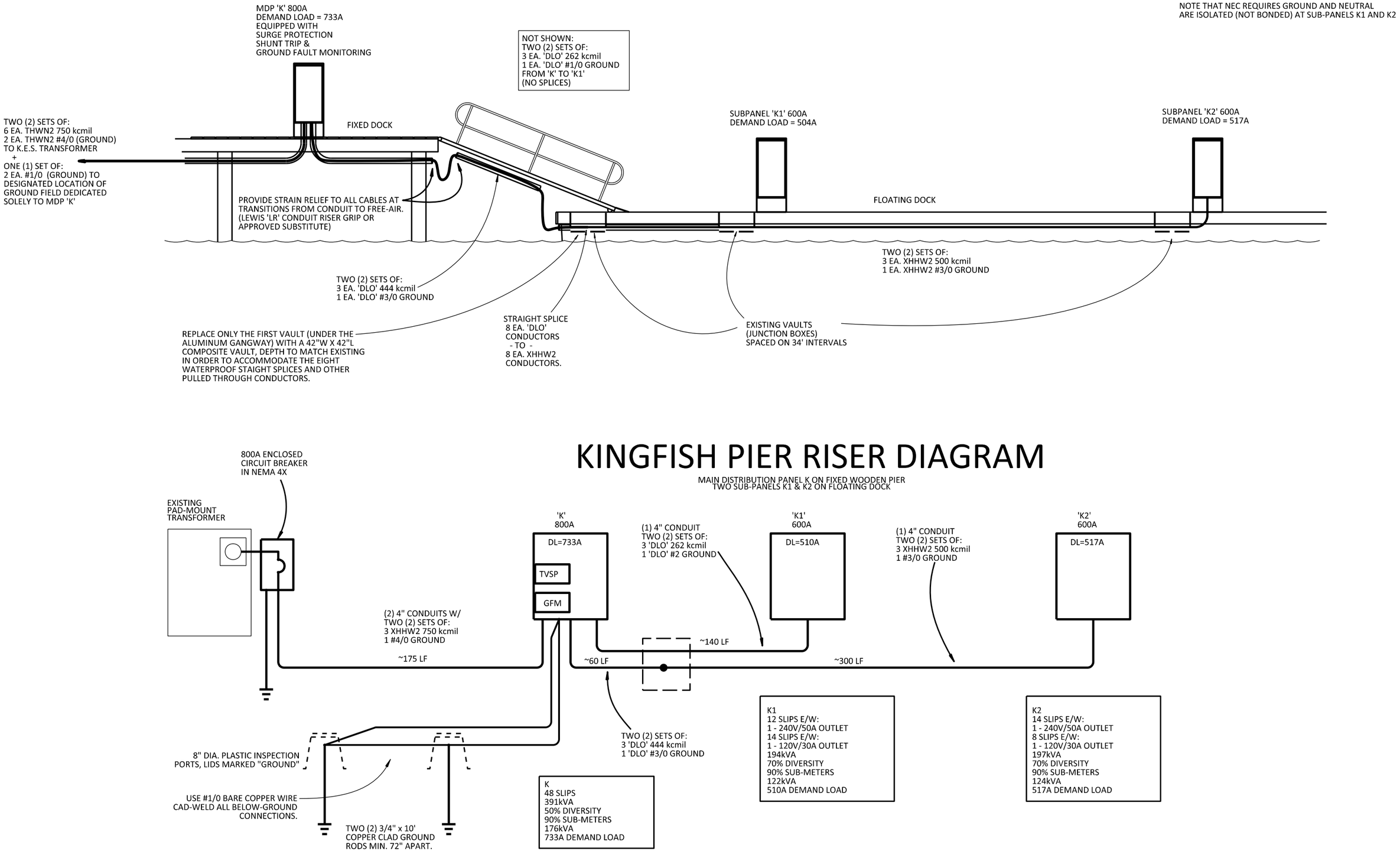
~~~ END OF SECTION 26 43 13 ~~~
~~~

# KINGFISH PIER OVERVIEW

| | |
|---|---|
| P1 | ONE 50A/240V OUTLET |
| P2 | TWO 50A/240V OUTLETS |
| P3 | ONE 50A/240V OUTLET AND ONE30A/120V OUTLET |
| P4 | ONE 30A/120V OUTLET |
| P5 | TWO 30A/120V OUTLETS |

POWER PEDESTAL AT SLIPS 47/48 IS NEW.
ALL OTHER PEDESTALS DEPICTED ARE EXISTING AND CONSIDERED TO BE IN GOOD, SERVICEABLE CONDITION.

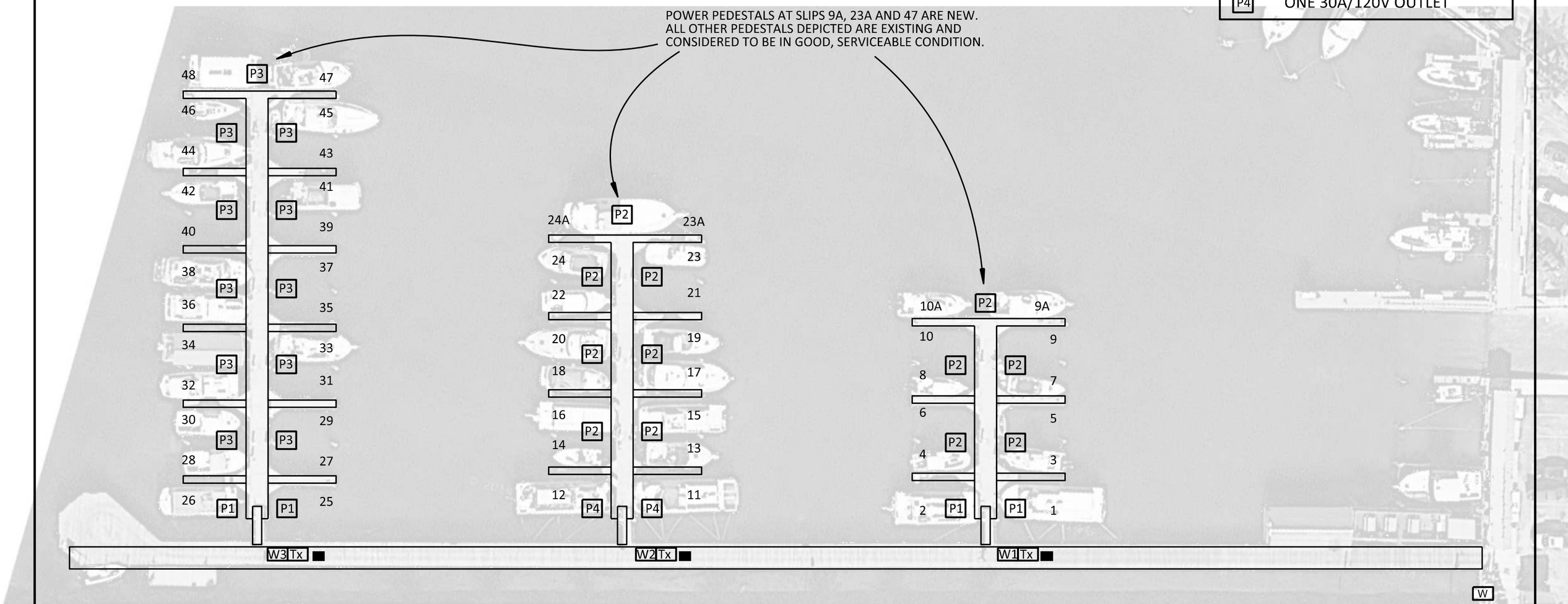



MDP 'K' 800A
DEMAND LOAD = 733A
EQUIPPED WITH
SURGE PROTECTION
SHUNT TRIP &
GROUND FAULT MONITORING
NOTE THAT NEC REQUIRES GROUND AND NEUTRAL
ARE ISOLATED (NOT BONDED) AT SUB-PANELS K1 AND K2
NOT SHOWN:
TWO (2) SETS OF:
3 EA. 'DLO' 262 kcmil
1 EA. 'DLO' #1/0 GROUND
FROM 'K' TO 'K1'
(NO SPLICES)
TWO (2) SETS OF:
6 EA. THWN2 750 kcmil
2 EA. THWN2 #4/0 (GROUND)
TO K.E.S. TRANSFORMER
+
ONE (1) SET OF:
2 EA. #1/0 (GROUND) TO
DESIGNATED LOCATION OF
GROUND FIELD DEDICATED
SOLELY TO MDP 'K'
FIXED DOCK
SUBPANEL 'K1' 600A
DEMAND LOAD = 504A
SUBPANEL 'K2' 600A
DEMAND LOAD = 517A
PROVIDE STRAIN RELIEF TO ALL CABLES AT
TRANSITIONS FROM CONDUIT TO FREE-AIR.
(LEWIS 'LR' CONDUIT RISER GRIP OR
APPROVED SUBSTITUTE)
FLOATING DOCK
TWO (2) SETS OF:
3 EA. XHHW2 500 kcmil
1 EA. XHHW2 #3/0 GROUND
TWO (2) SETS OF:
3 EA. 'DLO' 444 kcmil
1 EA. 'DLO' #3/0 GROUND
REPLACE ONLY THE FIRST VAULT (UNDER THE
ALUMINUM GANGWAY) WITH A 42"W X 42"L
COMPOSITE VAULT, DEPTH TO MATCH EXISTING
IN ORDER TO ACCOMMODATE THE EIGHT
WATERPROOF STAIGHT SPLICES AND OTHER
PULLED THROUGH CONDUCTORS.
STRAIGHT SPLICE
8 EA. 'DLO'
CONDUCTORS
- TO -
8 EA. XHHW2
CONDUCTORS.
EXISTING VAULTS
(JUNCTION BOXES)
SPACED ON 34' INTERVALS
KINGFISH PIER RISER DIAGRAM
MAIN DISTRIBUTION PANEL K ON FIXED WOODEN PIER
TWO SUB-PANELS K1 & K2 ON FLOATING DOCK
800A ENCLOSED
CIRCUIT BREAKER
IN NEMA 4X
EXISTING
PAD-MOUNT
TRANSFORMER
'K'
800A
DL=733A
TVSP
GFM
(1) 4" CONDUIT
TWO (2) SETS OF:
3 'DLO' 262 kcmil
1 'DLO' #2 GROUND
'K1'
600A
DL=510A
(1) 4" CONDUIT
TWO (2) SETS OF:
3 XHHW2 500 kcmil
1 #3/0 GROUND
'K2'
600A
DL=517A
(2) 4" CONDUITS W/
TWO (2) SETS OF:
3 XHHW2 750 kcmil
1 #4/0 GROUND
~175 LF
~140 LF
~60 LF
~300 LF
TWO (2) SETS OF:
3 'DLO' 444 kcmil
1 'DLO' #3/0 GROUND
K1
12 SLIPS E/W:
1 - 240V/50A OUTLET
14 SLIPS E/W:
1 - 120V/30A OUTLET
194kVA
70% DIVERSITY
90% SUB-METERS
122kVA
510A DEMAND LOAD
K2
14 SLIPS E/W:
1 - 240V/50A OUTLET
8 SLIPS E/W:
1 - 120V/30A OUTLET
197kVA
70% DIVERSITY
90% SUB-METERS
124kVA
517A DEMAND LOAD
8" DIA. PLASTIC INSPECTION
PORTS, LIDS MARKED "GROUND"
USE #1/0 BARE COPPER WIRE
CAD-WELD ALL BELOW-GROUND
CONNECTIONS.
TWO (2) 3/4" x 10'
COPPER CLAD GROUND
RODS MIN. 72" APART.
K
48 SLIPS
391kVA
50% DIVERSITY
90% SUB-METERS
176kVA
733A DEMAND LOAD

# WAHOO PIER OVERVIEW

NOTE THAT PEDESTALS 9A, 23A AND 47 ARE NEW. ALL OTHER PEDESTALS ARE EXISTING WITH SERVICE OUTLETS TO BE ADDED OR CHANGED OUT AS SPECIFIED.

| | |
|---|---|
| P1 | ONE 50A/240V OUTLET |
| P2 | TWO 50A/240V OUTLETS |
| P3 | ONE 50A/240V OUTLET AND ONE30A/120V OUTLET |
| P4 | ONE 30A/120V OUTLET |

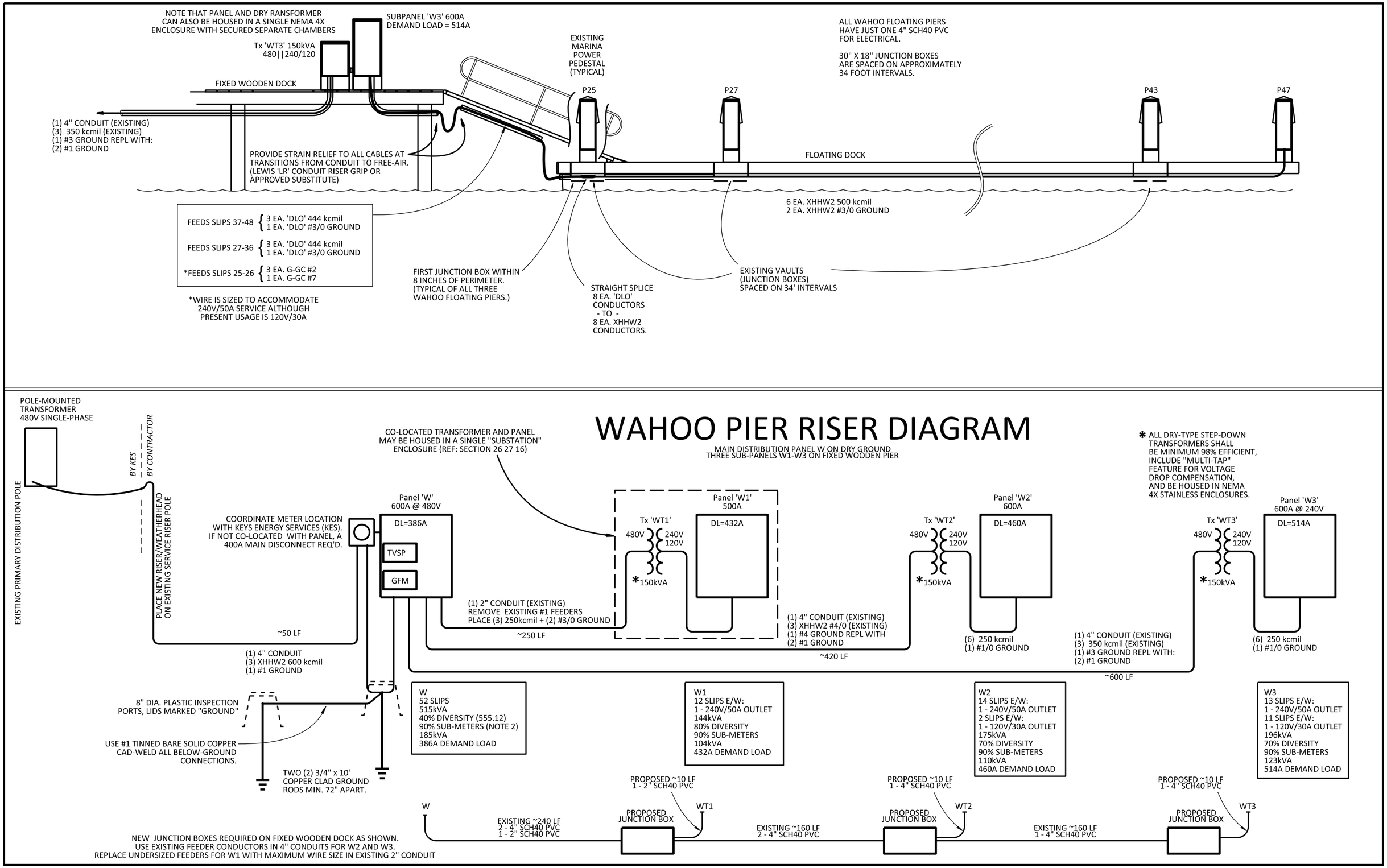



PANEL W3
240V/120V 600A
SLIPS 25-48 13 PEDS
13 50A/240V OUTLETS
11 30A/120V OUTLETS
514A DEMAND LOAD

PANEL W2
240V/120V 600A
SLIPS 11-24 9 PEDS
14 50A/240V OUTLETS
2 50A/120V OUTLETS
460A DEMAND LOAD

PANEL W1
240V/120V 500A
SLIPS 1-10 7 PEDS
12 50A/240V OUTLETS
432A DEMAND LOAD

MDP 'W' 480V SINGLE $\phi$
600A - DEMAND LOAD 386A
SHUNT TRIP, GFM & TVSP


NOTE THAT PANEL AND DRY RANSFORMER CAN ALSO BE HOUSED IN A SINGLE NEMA 4X ENCLOSURE WITH SECURED SEPARATE CHAMBERS
SUBPANEL 'W3' 600A DEMAND LOAD = 514A
Tx 'WT3' 150kVA 480||240/120
FIXED WOODEN DOCK
EXISTING MARINA POWER PEDESTAL (TYPICAL)
ALL WAHOO FLOATING PIERS HAVE JUST ONE 4" SCH40 PVC FOR ELECTRICAL.
30" X 18" JUNCTION BOXES ARE SPACED ON APPROXIMATELY 34 FOOT INTERVALS.
P25
P27
P43
P47
(1) 4" CONDUIT (EXISTING)
(3) 350 kcmil (EXISTING)
(1) #3 GROUND REPL WITH:
(2) #1 GROUND
PROVIDE STRAIN RELIEF TO ALL CABLES AT TRANSITIONS FROM CONDUIT TO FREE-AIR. (LEWIS 'LR' CONDUIT RISER GRIP OR APPROVED SUBSTITUTE)
FLOATING DOCK
6 EA. XHHW2 500 kcmil
2 EA. XHHW2 #3/0 GROUND
FEEDS SLIPS 37-48 { 3 EA. 'DLO' 444 kcmil 1 EA. 'DLO' #3/0 GROUND
FEEDS SLIPS 27-36 { 3 EA. 'DLO' 444 kcmil 1 EA. 'DLO' #3/0 GROUND
*FEEDS SLIPS 25-26 { 3 EA. G-GC #2 1 EA. G-GC #7
*WIRE IS SIZED TO ACCOMMODATE 240V/50A SERVICE ALTHOUGH PRESENT USAGE IS 120V/30A
FIRST JUNCTION BOX WITHIN 8 INCHES OF PERIMETER. (TYPICAL OF ALL THREE WAHOO FLOATING PIERS.)
STRAIGHT SPLICE 8 EA. 'DLO' CONDUCTORS - TO - 8 EA. XHHW2 CONDUCTORS.
EXISTING VAULTS (JUNCTION BOXES) SPACED ON 34' INTERVALS
WAHOO PIER RISER DIAGRAM
MAIN DISTRIBUTION PANEL W ON DRY GROUND
THREE SUB-PANELS W1-W3 ON FIXED WOODEN PIER
POLE-MOUNTED TRANSFORMER 480V SINGLE-PHASE
EXISTING PRIMARY DISTRIBUTION POLE
BY KES
BY CONTRACTOR
PLACE NEW RISER/WEATHERHEAD ON EXISTING SERVICE RISER POLE
CO-LOCATED TRANSFORMER AND PANEL MAY BE HOUSED IN A SINGLE "SUBSTATION" ENCLOSURE (REF: SECTION 26 27 16)
* ALL DRY-TYPE STEP-DOWN TRANSFORMERS SHALL BE MINIMUM 98% EFFICIENT, INCLUDE "MULTI-TAP" FEATURE FOR VOLTAGE DROP COMPENSATION, AND BE HOUSED IN NEMA 4X STAINLESS ENCLOSURES.
COORDINATE METER LOCATION WITH KEYS ENERGY SERVICES (KES). IF NOT CO-LOCATED WITH PANEL, A 400A MAIN DISCONNECT REQ'D.
Panel 'W' 600A @ 480V
DL=386A
TVSP
GFM
Panel 'W1' 500A
Tx 'WT1'
480V 240V 120V
*150kVA
DL=432A
Panel 'W2' 600A
Tx 'WT2'
480V 240V 120V
*150kVA
DL=460A
Panel 'W3' 600A @ 240V
Tx 'WT3'
480V 240V 120V
*150kVA
DL=514A
~50 LF
(1) 4" CONDUIT
(3) XHHW2 600 kcmil
(1) #1 GROUND
(1) 2" CONDUIT (EXISTING)
REMOVE EXISTING #1 FEEDERS
PLACE (3) 250kcmil + (2) #3/0 GROUND
~250 LF
(1) 4" CONDUIT (EXISTING)
(3) XHHW2 #4/0 (EXISTING)
(1) #4 GROUND REPL WITH
(2) #1 GROUND
~420 LF
(6) 250 kcmil
(1) #1/0 GROUND
(1) 4" CONDUIT (EXISTING)
(3) 350 kcmil (EXISTING)
(1) #3 GROUND REPL WITH:
(2) #1 GROUND
~600 LF
(6) 250 kcmil
(1) #1/0 GROUND
8" DIA. PLASTIC INSPECTION PORTS, LIDS MARKED "GROUND"
USE #1 TINNED BARE SOLID COPPER CAD-WELD ALL BELOW-GROUND CONNECTIONS.
TWO (2) 3/4" x 10' COPPER CLAD GROUND RODS MIN. 72" APART.
W
52 SLIPS
515kVA
40% DIVERSITY (555.12)
90% SUB-METERS (NOTE 2)
185kVA
386A DEMAND LOAD
W1
12 SLIPS E/W:
1 - 240V/50A OUTLET
144kVA
80% DIVERSITY
90% SUB-METERS
104kVA
432A DEMAND LOAD
W2
14 SLIPS E/W:
1 - 240V/50A OUTLET
2 SLIPS E/W:
1 - 120V/30A OUTLET
175kVA
70% DIVERSITY
90% SUB-METERS
110kVA
460A DEMAND LOAD
W3
13 SLIPS E/W:
1 - 240V/50A OUTLET
11 SLIPS E/W:
1 - 120V/30A OUTLET
196kVA
70% DIVERSITY
90% SUB-METERS
123kVA
514A DEMAND LOAD
PROPOSED ~10 LF 1 - 2" SCH40 PVC
PROPOSED ~10 LF 1 - 4" SCH40 PVC
PROPOSED ~10 LF 1 - 4" SCH40 PVC
W
EXISTING ~240 LF 2 - 4" SCH40 PVC 1 - 2" SCH40 PVC
PROPOSED JUNCTION BOX
WT1
EXISTING ~160 LF 2 - 4" SCH40 PVC
PROPOSED JUNCTION BOX
WT2
EXISTING ~160 LF 1 - 4" SCH40 PVC
PROPOSED JUNCTION BOX
WT3
NEW JUNCTION BOXES REQUIRED ON FIXED WOODEN DOCK AS SHOWN.
USE EXISTING FEEDER CONDUCTORS IN 4" CONDUITS FOR W2 AND W3.
REPLACE UNDERSIZED FEEDERS FOR W1 WITH MAXIMUM WIRE SIZE IN EXISTING 2" CONDUIT