CONTRACT DOCUMENTS FOR:

ITB #020-16

KEY WEST BIGHT SHORELINE PROTECTION

APRIL 2016

CITY OF KEY WEST

MAYOR: CRAIG CATES

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

RICHARD G. PAYNE

MARGARET ROMERO

CLAYTON LOPEZ

PREPARED BY:
Stantec

ITB DOCUMENTS

CITY OF KEY WEST

KEY WEST BIGHT SHORELINE PROTECTION

KEY WEST, FLORIDA

DOCUMENTS

for

SHORELINE PROTECTION

****

CONSISTING OF:

PROCUREMENT REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS
SUPPLEMENTARY INFORMATION

****

KEY WEST HISTORIC SEAPORT (KWHS)

APRIL 2016

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PART 1

PROCUREMENT REQUIREMENTS

Shoreline Protection
Procurement Requirements

INVITATION TO BID

Sealed Bids for City of Key West, Caroline Street & Bahama Village Community Redevelopment Agency (CRA) **"SHORELINE PROTECTION**," addressed to the City of Key West, will be received at the office of the City Clerk, 3126 Flagler Avenue, Key West, Florida until **3:30 p.m**., local time, on the **8th day of June 2016**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **"ITB #020-16 KEY WEST BIGHT SHORELINE PROTECTION"** addressed and delivered to the City Clerk at the address noted above.

The CRA proposes to perform repairs of shoreline protection. The project consist of approximate 223 LF of shoreline rip-rap protection.

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

A highly recommended **pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services Offices, 201 William Street, Key West, Florida on **May 25, 2016 at 2:30 p.m.**

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 they are in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
B. A valid occupational license issued by the City of Key West, Florida.
C. City of Key West Business Tax License Receipt

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

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

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

For information concerning the proposed work please contact Karen Olson, Deputy Port and Marine Services Director by email at kolson@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

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 CRA Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CRA may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City. (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any proposal.

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

Dated this____day of_____2016.

CITY OF KEY WEST

By_____
Jim Scholl, City Manager

* * * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (at least **8** calendar days prior to Bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

C . DRAWINGS

Detail of construction is bound separately.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services section.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers 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. Additionally all proposers must meet the minimum qualifications as described in Required Qualifications section.

4. BIDDER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer 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, permits, fees, and similar subjects.

5. TYPE OF BID

LUMP SUM

The Proposal for the work is to be submitted on a lump sum basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

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 sums include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

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

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

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in site construction and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old 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:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vender Certification
7. All Required Insurance Forms

E. CITY OF KEY WEST LICENSE REQUIRED

Contractor is required to have a Certified or Registered General Contractors City of Key West license. License fees not to exceed $410.00. License shall be obtained within ten (10) days of Notice of Award.

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, all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BID

All BIDS must be submitted no 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 two (2) FLASH DRIVES 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 without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. 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. AWARD OF CONTRACT

The Award will be made under one Contract by the Owner on the basis of the Bid from the lowest, responsive, responsible Bidder. The Owner may award entire Bid or selected line items based on the City's best interest and available funds a time of Award.

Within 90 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, 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 120 days after the opening of Bids. Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.
The CITY reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

11. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract 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 10 working days after receiving the

signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

12. TIME OF COMPLETION

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

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 the Contract.

The term of this contract will be **90** calendar days.

13. PUBLIC RECORDS REQUIREMENTS

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

14. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

15. BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

16. SALES AND USE TAXES

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

* * * * *

BID FORM

To: City of Key West, Florida

Address: 3126 Flagler Avenue, Key West, Florida 33040

Project Title: **KEY WEST BIGHT SHORELINE PROTECTION**

Project No.: ITB #020-16

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

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid,

furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within ninety (90) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and 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 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.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

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

SALES AND USE TAXES

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

LUMP SUM WORK 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 sums represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

BID SCHEDULE

KEY WEST BIGHT SHORELINE PROTECTION

LUMP SUM BID PRICE
Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

1. Repairs and shoreline rip-rap protection per Stantec plans (includes all labor equipment and material, including mobilization, demobilization and demolition)

1 LS $_____

2. General Supplemental Conditions and Permits

1 LS $_____

3. Performance / Payment Bond

1 LS $_____

4. Safety Act

1 LS $_____

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 – 4 $_____

_____Dollars & _____Cents
(amount written in words)

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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:

_____
Portion of Work

_____
Name

_____, _____, _____, _____
Street City State Zip

_____
Portion of Work

_____
Name

_____, _____, _____, _____
Street City State Zip

_____
Portion of Work

_____
Name

_____, _____, _____, _____
Street City State Zip

_____
Portion of Work

_____
Name

_____, _____, _____, _____
Street City State Zip

_____
Portion of Work

_____
Name

_____, _____, _____, _____
Street City State Zip

SURETY

_____whose address is

_____, _____, _____, _____
Street City State Zip

_____ _____
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is _____

_____doing business at

_____, _____, _____, _____
Street City State Zip

_____
email address

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

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

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

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

_____
Signature of Bidder

_____
Title

If Corporation

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

(SEAL)

_____
Name of Corporation

By _____

Title_____

Attest _____
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

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

* * * * * *

FLORIDA BID BOND

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

hereinafter called the PRINCIPAL, and _____

_____

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

having its principal place of business at _____

_____in the State of _____,

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

_____

hereinafter CITY OF KEY WEST 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 Shoreline Protection, 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:

ITB #020-16 KEY WEST BIGHT SHORELINE PROTECTION

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.

By_____
PRINCIPAL

_____
SURETY

By _____
Attorney-In-Fact

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

By:_____

Sworn and subscribed before me this _____ day of _____20___.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

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

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

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

_____

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

whose business address is _____

_____

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

_____

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

signing this sworn statement _____

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

and my relationship to the entity named above is _____

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

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

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

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

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

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

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

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

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

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

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

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

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

My commission expires:

_____
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

VENDOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

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 Code of Ordinances Sec. 2-799.

By:_____

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

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * * * *

LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

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

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

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

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

- Not a local vendor pursuant to Code od Ordinances Section 2-798
- Qualifies as a local vendor pursuant to Code od Ordinances Section 2-798

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

Business Name Phone:

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

Length of time at this address

_____ _____
Signature of Authorized Representative Date

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of _____, 20___.
By_____, of_____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced_____as identification
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

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

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood ☐

2. All blank spaces in Bid filled in black ink. ☐

3. Total and unit Prices added correctly. ☐

4. Addenda acknowledged. ☐

5. Subcontractors are named as indicated in the Bid. ☐

6. Experience record included. ☐

7. Bid signed by authorized officer. ☐

8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond. ☐

9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☐

10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☐

11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☐

12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☐

13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; ☐

PART 2

CONTRACT FORMS

CONTRACT AGREEMENT

This Contract, made and entered into _____ day of _____ 20___, by and between the City of Key West, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #020-16 KEY WEST BIGHT SHORELINE PROTECTION**

Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ , 20_____, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, and the SPECIFICATIONS, are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within ninety (90) calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

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

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

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

_____ day of _____, A.D., 20_____.

CITY OF KEY WEST

By_____

Title_____

CONTRACTOR:

By_____

Title_____

APPROVED AS TO FORM

_____
Attorney for Owner

* * * * * *

FLORIDA PERFORMANCE BOND

BOND NO._____

AMOUNT: $_____

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

255.05 _____

with offices at _____

hereinafter called the CONTRACTOR (Principal), and

_____

with offices at_____

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto 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 (Not required as part of this contract), 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 #020-16 KEY WEST BIGHT SHORELINE PROTECTION 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 (Not required as part of this contract), 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

LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed $410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed $410.00.

City of Key West Business License Tax Receipt may be found on the city website.

http://www.keywestcity.com/egov/docs/1162843921181.htm

PART 3

CONDITIONS OF CONTRACT

GENERAL CONDITIONS

Article

DEFINITIONS
1. AS APPROVED
2. AS SHOWN, AND AS INDICATED
3. BIDDER
4. CONTRACT DOCUMENTS
5. CONTRACTOR
6. CONTRACT COMPLETION
7. DAYS
8. DRAWINGS
9. ENGINEER
10. NOTICE
11. OR EQUAL
12. OWNER
13. PLANS
14. SPECIFICATIONS
15. NOTICE TO PROCEED
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19. DISCREPANCIES AND OMISSIONS
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21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS
22. DOCUMENTS TO BE KEPT ON THE JOBSITE
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27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES
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29. LINES AND GRADES
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51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

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74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

* * * * * * *

DEFINITIONS

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

1. AS APPROVED

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

2. AS SHOWN, AND AS INDICATED

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

3. BIDDER

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

4. CONTRACT DOCUMENTS

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

5. CONTRACTOR

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

6. CONTRACT COMPLETION

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

7. DAYS

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

8. DRAWINGS

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

9. ENGINEER

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

10. NOTICE

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

11. OR EQUAL

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

12. OWNER

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

13. PLANS (See Drawings)

14. SPECIFICATIONS

The term "Specifications" refers to those portions of the Contract Documents consisting of written technical

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

15. NOTICE TO PROCEED

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

16. SUBSTANTIAL COMPLETION

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

17. WORK

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

<u>CONTRACT DOCUMENTS</u>

18. INTENT OF CONTRACT DOCUMENTS

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

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

19. DISCREPANCIES AND OMISSIONS

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

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

A. CONTRACT
B. BID
C. SUPPLEMENTARY CONDITIONS
D. INVITATION TO BID
E. INSTRUCTIONS TO BIDDERS

F. GENERAL CONDITIONS
G. SPECIFICATIONS
H. DRAWINGS

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

20. CHANGES IN THE WORK

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

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

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

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

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

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

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

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

23. ADDITIONAL CONTRACT DOCUMENTS

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

24. OWNERSHIP OF CONTRACT DOCUMENTS

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

<u>THE ENGINEER</u>

25. AUTHORITY OF THE ENGINEER

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

respective Sureties, any of their agents or employees, or any other person performing any of the work.

26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

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

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

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

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

28. REJECTED WORK

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

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

29. LINES AND GRADES

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

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

30. SUBMITTALS

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

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

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

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

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

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

31. DETAIL DRAWINGS AND INSTRUCTIONS

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

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

32. CONTRACTOR, AN INDEPENDENT AGENT

The CONTRACTOR shall independently perform all

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

32. ASSIGNMENT OF CONTRACT

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

33. SUBCONTRACTING

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

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

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

34. INSURANCE AND LIABILITY

A. GENERAL

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

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

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

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

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

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

C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

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

In the event any work under this Contract is performed

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

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

E. BUILDERS RISK ALL RISK INSURANCE

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

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

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

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

35. INDEMNITY

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

36. EXCLUSION OF CONTRACTOR CLAIMS

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

37. TAXES AND CHARGES

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

38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

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

39. CODES, ORDINANCES, PERMITS AND LICENSES

The CONTRACTOR shall keep himself fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The CONTRACTOR shall at all times comply with said codes and ordinances, laws, and regulations, and protect and indemnify the OWNER, the ENGINEER and their respective employees, and its officers and agents against any claim or liability arising from or based

on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the CONTRACTOR, unless otherwise specified.

40. SUPERINTENDENCE

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

41. RECEPTION OF ENGINEER'S COMMUNICATIONS

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

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

42. SAFETY

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

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

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

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

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

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

43. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall at all times safely guard and protect from damage the OWNER's property, adjacent property, and his own work from injury or loss in connection with this Contract. All facilities required for

protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained.

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

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

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

45. MATERIALS AND APPLIANCES

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

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

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

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

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

47. SUBSTITUTION OF MATERIALS

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

48. TESTS, SAMPLES, AND OBSERVATIONS

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

The OWNER, ENGINEER, and authorized government agents, and their representatives shall at all times be provided safe access to the work wherever it is in

preparation or progress, and the CONTRACTOR shall provide facilities for such access and for observations, including maintenance of temporary and permanent access.

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

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

49. ROYALTIES AND PATENTS

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

50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

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

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

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

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

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

the work.

53. SCHEDULES AND PROGRESS REPORTS

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

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

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

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

54. PROSECUTION OF THE WORK

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

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

55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

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

56. OWNER'S RIGHT TO DO WORK

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

57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

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

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

58. DELAYS AND EXTENSION OF TIME

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

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

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

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

59. DIFFERING SITE CONDITIONS

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

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

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

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

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

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

60. LIQUIDATED DAMAGES

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

61. OTHER CONTRACTS

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

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

62. USE OF PREMISES

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

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

63. SUBSTANTIAL COMPLETION DATE

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

64. PERFORMANCE TESTING

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

65. OWNER'S USE OF PORTIONS OF THE WORK

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

66. CUTTING AND PATCHING

The CONTRACTOR shall do all cutting, fitting, or patching of his work that may be required to make its

several parts come together properly and fit it to receive or be received by work of other CONTRACTORS shown upon or reasonably implied by the Drawings.

67. CLEANING UP

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

PAYMENT

68. PAYMENT FOR CHANGE ORDERS

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

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

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

A. UNIT PRICES

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

B. LUMP SUM

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

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

C. COST REIMBURSEMENT WORK

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

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

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

   Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the

current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

4. Additional bond, as required and approved by the OWNER.
5. Additional insurance (other than labor insurance) as required and approved by the OWNER.

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

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

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

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

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

69. PARTIAL PAYMENTS

A. GENERAL

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

B. ESTIMATE

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

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

ENGINEER may refuse to recommend the whole or any

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

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

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

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

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

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

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

C. DEDUCTION FROM ESTIMATE

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

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

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

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

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

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

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

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

E. PAYMENT

After deducting the retainage and the amount of all

previous partial payments made to the CONTRACTOR from the amount earned, the amount due will be made payable to the CONTRACTOR. Recommendations for payment received by the OWNER less than 9 days prior to the scheduled day for payment will not be processed or paid until the following month.

70. CLAIMS FOR EXTRA WORK

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

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

71. RELEASE OF LIENS OR CLAIMS

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

72. FINAL PAYMENT

Upon completion of all the work under this Contract, the CONTRACTOR shall notify the ENGINEER, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the ENGINEER will inspect and, if acceptable, submit to the OWNER his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the CONTRACTOR. Upon approval of this final estimate by the OWNER and compliance by the CONTRACTOR with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the OWNER shall pay to the CONTRACTOR all monies due him under the provisions of these Contract Documents.

73. NO WAIVER OF RIGHTS

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

74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Add the following:

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the City of Key West, Port & Marine Services Director or authorized representatives.

ARTICLE 12 "OWNER"

Add the following:

Wherever in these Documents the word "Owner" appears, it shall be understood to mean the City of Key West whose address is 3126 Flagler Avenue, Key West, Florida 33040.

ARTICLE 34 "INSURANCE AND LIABILITY"

Delete Article 34 Sections A, B, C and D and replace with the following:

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

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

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

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

Jones Act	$1,000,000
USL&H	$1,000,000
Watercraft Liability	$1,000,000

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

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

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

Add the following Section:

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.

ARTICLE 35 “INDEMNITY”

Delete Article 35 in its entirety and replace with the following:

INDEMNITY

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the “indemnitees”) from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee’s gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

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

Add the following:

A. NOISE ORDINANCE

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

B. "LICENSES”

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

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.

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

1. City of Key West, Engineering Contractor Class I license.
2. Holds a valid occupational license issued 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 45 "MATERIALS AND APPLIANCES"

Add the following to the end of the first paragraph:

At contract completion, no equipment purchased by the contractor shall be transferred to state or local ownership.

ARTICLE 57 “OWNERS RIGHT TO TRANSFER EMPLOYMENT”

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

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

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

ARTICLE 60 "LIQUIDATED DAMAGES"

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

LIQUIDATED DAMAGES

Should the Contractor fail to complete the work or any part thereof in the time agreed upon in the 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.

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.

Delete Sub-Article 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.

Delete Sub-Article 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.

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 (6) 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 current computing environment consists of:

- Microsoft SQL Server
- Windows 7/Server 2008
- ESRI GIS Platform

Interfaces and Integrations

* * * * *

PART 4

SPECIFICATIONS

SECTION 01001
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 GENERAL

A. The Work under this Contract shall be performed by the Contractor as required by the City. Work will be authorized in the form of a Notice to Proceed issued to the Contractor. The Contractor shall complete all Work in the Contract within the number of calendar days stipulated in the Contract, unless an extension in the time of completion is granted by the City. Upon completion of the Work and compliance with applicable provisions in the Contract Documents, the Contractor will receive final payment for all Work done.

B. Contractor's Duties:
   1. In addition to provisions stipulated in other portions of the Contract Documents, Contractor shall secure permits as necessary for proper execution and completion of the work.

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

   3. Provide an experienced, qualified, and competent Superintendent to oversee the Work. Superintendent shall be expected to remain for the duration of the Project.

1.02 MOBILIZATION AND DEMOBILIZATION

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

1.03 CONTRACTOR'S USE OF PREMISES

A. Work shall be scheduled as to not interfere with on-going area activities.
B. Coordinate use of premises and requirements with the City.
C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
E. Contractor shall provide drinking water for construction personnel.
F. Contractor shall provide waste solutions for construction personnel.

1.04 FINISHING OF SITE AND STORAGE AREAS

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

PART 2 - TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES

2.1 TEMPORARY WATER

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

2.2 SANITARY FACILITIES

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

2.3 STORAGE OF MATERIALS

A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary, materials shall be placed on wooden platforms or other hard, clean surfaces, not on the ground.

PART 3 - PRESERVATION, RESTORATION, AND CLEANUP

3.1 SITE RESTORATION AND CLEANUP

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

Stockpile excavated materials in a manner that will cause the least damage to the area and near shore waters.

Upon completion of the Work, all areas used by the Contractor shall be cleared of temporary structures, rubbish, and waste materials, and properly graded to finished surface similar to the original surface, free-draining and free from holes, ruts, rough spots, leaving the area like original condition.

* * * * *

SECTION 01010
SCOPE OF WORK

The project consists of repairs and replacement of shoreline stabilization along Trumbo Road at Key West Bight. The work includes the removal of existing rip-rap rubble debris, the installation of a geotextile filter fabric liner, rock base, and armor stone placed on top near the finished grade of the existing road. The area between the rip-rap and roadway edge shall be restored with clean fill and gravel. An existing concrete light pole is currently laying behind the exiting rip-rap and it shall be removed and disposed of. Existing utilities shall be protected and temporarily supported (as necessary), most notably an existing fuel/oil line which is exposed. All work must be in compliance with all ACOE Permit Requirements.

The intent of these 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.

* * * *

SECTION 01025
MEASUREMENT AND PAYMENT

1.1 GENERAL

A. Contractor shall receive and accept compensation as provided in the Bid and Contract in full payment for performing all operations necessary to complete the work under the Lump Sum portions of this Contract, and also in full payment for all loss or damages arising from the nature of the work, until the final acceptance by the City.

B. Contractor's attention is called to the fact that the quotations for various items of work are intended to establish a total price for completing the work in its entirety. It is the intent of this Contract that the Contractor provide a completed structure, and any item required to accomplish this shall be included to establish a total cost.

1.2 PAYMENT

A. Payment for all Work as ordered or specified in the Contract Documents is included in the Contract Price.

1.4 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

Payment will not be made for following:

1. Defective Work not accepted by the City.

1.5 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings are acceptable to the City and materials are properly stored at a site as agreed to by the City.

B. Final Payment: Will be made only for products incorporated in Work. Products for which partial payments have been made will be deducted from final payment.

* * * * *

SECTION 01300
SUBMITTALS

PART 1 GENERAL

1.01 GENERAL

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

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

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

D. Timeliness: Make submissions in such sequence as to cause no delay in Work or in work of other contractors.

E. Identification of Submittals:

1. Identify each Submittal with numbering and tracking system reviewed by ENGINEER:
    a. Sequentially number each Submittal.
    b. Resubmission of a Submittal will have original number with sequential alphabetic suffix.
2. Show date of submission and dates of previous submissions.
3. Show Project title and OWNER's contract identification and contract number.
4. Show names of CONTRACTOR, Subcontractor or Supplier, and manufacturer as appropriate.
5. Clearly identify revisions from previous submissions.

F. Incomplete Submittal Submissions:

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

a Submittal for ENGINEER's review, shall not constitute a basis of claim for adjustment in Contract Price or Contract Times.

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

G. Transmit Submittals in accordance with current accepted schedule of Submittal submissions, and deliver as follows:

1. Submittals to: Key West Historic Seaport, Deputy Port and Marine Services Director.

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

1. Reviewed as Noted:
    a. Reference the General Conditions for intent.
    b. CONTRACTOR may proceed to perform Submittal related Work.
    c. One copy for ENGINEER’s file.
    d. One copy returned to CONTRACTOR.
2. Revise and Resubmit (Revise/Correct or Develop Replacement and Resubmit):
    a. Revise/correct in accordance with ENGINEER's comments and resubmit.
    b. One copy to ENGINEER's file.
    c. One copy returned to CONTRACTOR appropriately annotated.

I. ENGINEER's Review: ENGINEER will act upon CONTRACTOR's Submittal and transmit response to CONTRACTOR not later than 30 days after receipt, unless: (i) specified otherwise or (ii) accepted by ENGINEER and identified on current accepted schedule of Submittals submissions. Re-submittals will be subject to the same review time.

1.02 SHOP DRAWINGS

A. Description: Reference the General Conditions.

B. Excessive Shop Drawing Review: Review of the first submission and two resubmissions of Shop Drawings will be performed by ENGINEER at no cost to CONTRACTOR. Subsequent additional resubmissions of that Shop Drawing will be reviewed by ENGINEER, however, ENGINEER will document work hours and other expenses required to perform such additional review(s). OWNER shall deduct these costs from Contractor’s contract for reimbursement to the ENGINEER.

C. Copies: Submit two (2) copies.

D. Submit Shop Drawings to ENGINEER for equipment and materials to be furnished under these Contract Documents.

E. Identify and Indicate:

1. Pertinent products, units and assemblies, and system or equipment identification or tag numbers.
2. Critical field dimensions and relationships to other critical features of Work.

a. Each deviation or variation from Contract Documents.

F. Resubmissions: Clearly identify each correction or change made.

G. Foreign Manufacturers: When proposed, include following additional information:

1. Names and addresses of at least two companies closest to Project that maintain technical service representatives.
2. Complete inventory of spare parts and accessories for each piece of equipment.

H. Preparation:

1. Format: Whenever possible, schedule for and combine Shop Drawings into a single Submittal package.
2. Present in a clear and thorough manner and of sufficient detail to show kind, size, arrangement, and function of components, materials, and devices and compliance with Contract Documents.

PART 4 PAYMENT

A. Payment for the work in this section will be incidental

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 REQUIREMENTS

Contract completion includes substantial completion, final inspection after completion, final cleaning, contractor's closeout submittals, and final adjustment of accounts.

1.02 SUBSTANTIAL COMPLETION

A. When Contractor considers work has reached substantial completion, he shall submit to the OWNER the following:

a. Written notice that the work is substantially complete in accordance with Contract Documents.

b. A list of items yet to be completed or corrected and explanations thereof.

B. Within a reasonable time upon receipt of such notice, the OWNER will make an inspection, if necessary, to determine the status of completion.

C. Should the OWNER determine that the work is not substantially complete:

a. The OWNER will promptly notify the Contractor in writing, giving the reasons thereof.

b. Contractor shall remedy the deficiencies in the work and send a second written notice of Substantial Completion to the OWNER.

c. Upon receipt of the second notice, the OWNER will review the work.

D. When the OWNER finds that the Work is substantially complete he will issue a Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final inspection.

1.03 FINAL INSPECTION AFTER COMPLETION

A. When Contractor considers the Work is complete with all minor deficiencies completed or corrected, he shall submit written certification that:

a. Contract Document requirements have been met.

b. Work has been inspected for compliance with Contract Documents.

c. Work has been completed in accordance with Contract Documents.

d. All minor deficiencies have been corrected or completed and the Work is ready for final inspection.

e. Project record documents are complete and submitted.

B. Within a reasonable time upon receipt of such certification, the OWNER will make an inspection to verify the status of completion.

C. Should the OWNER determine that the work is incomplete or defective:

a. The OWNER will promptly notify the Contractor in writing, listing the incomplete or defective work.
b. Contractor shall remedy the deficiencies in the work and send a second written certification to the OWNER that the work is complete.
c. Upon receipt of the second certification, the OWNER will review the Work.

D. When the OWNER determines that the work is acceptable, under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.04 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Project Record Documents

a. At Contract Closeout, submit documents with transmittal letter containing date, project title, Contractor's name and address, list of documents, and signature of Contractor.
b. Changes made by Field Order or by Change Order.

B. Evidence of payment and Release of Liens.
C. As-built drawings

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the OWNER.

B. Statement shall reflect all adjustments to the Contract Sum.

a. The original Contract sum.
b. Additions and deductions resulting from:
- Previous change orders or written amendment.
- Allowances
- Unit prices
- Deductions for uncorrected work.
- Deductions for liquidated damages
- Other adjustments

c. Total contract sum as adjusted
d. Previous payments
e. Sum remaining due

****

SECTION 02500

EROSION AND SEDIMENTATION CONTROLS

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes: Requirements for erosion and sedimentation control.

1.2 DEFINITIONS

A. The phrase "DOT Specifications" shall refer to the most current Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.3 SYSTEM DESCRIPTION

A. Obtain permits required by regulatory authorities having jurisdiction and required by the Owner for installation, maintenance, and removal of erosion and sedimentation control measures.

B. Furnish and install erosion and sedimentation control measures.

C. Provide labor, equipment, and services required to maintain erosion and sedimentation control measures.

D. Remove erosion and sedimentation control measures that are not a permanent part of Work.

1.4 SUBMITTALS

A. General: As specified in:

1. This Section

B. Submit copy of Erosion Control Plan prior to installing erosion and sedimentation control measures.

C. Submit erosion and sedimentation control plan approved by State, local, or State and local authorities.

1.5 PROJECT/SITE CONDITIONS

A. Regulatory Requirements

1. Comply with requirements of permits for erosion and sedimentation control.

2. Stormwater Pollution Prevention Plan

a. Obtain response to Notice prior to starting construction.

b. Comply with requirements of Stormwater Pollution Prevention Plan.

PART 2 – PRODUCTS

2.01 MATERIALS FOR EROSION AND SEDIMENT CONTROL

A. Filter Fabric

1. Filter Fabric Material: Nylon, polyester, propylene or ethylene yarn with ultraviolet ray inhibitors and stabilizers conforming to Section 985 of the DOT Specifications.

2. Filter Fabric Flow: 0.3 gallons per foot per minute, minimum.

B. Sediment Fence Posts

1. Post Material: Pine
2. Post Diameter: four inches
3. Post Length: Four feet, minimum.

C. Turbidity Barrier with weighted skirts.

1. Material: 18 oz. Nylon Reinforced PVC Fabric (300 PSI Test)

2. Depth: as required. Must conform section 104 of the DOT Specification and 2008 FDOT Standard Index 103

PART 3 – EXECUTION

3.1 EROSION CONTROL PLAN

A. Excavation method shall be selected by the Contractor, unless otherwise shown on the Drawings or required by local regulations.

B. Contractor shall be responsible for erosion and sedimentation control.

C. Prepare and submit an Erosion Control Plan based upon the proposed excavation method.

D. Erosion Control Plan shall be reviewed and accepted by the Engineer prior to commencement of any land disrupting activities. Erosion Control Plan shall be reviewed and accepted by State, local, or State and local authorities having jurisdiction over erosion and sedimentation control prior commencement of any land disrupting activities.

E. Submit erosion and sedimentation control plan approved by State, local, or State and local authorities.

3.2 LOCATION

A. The type of sedimentation and erosion control (SEC) devices to be employed on the project will depend on location and adjoining features of the land at that location.

B. Construct SEC devices in accordance with approved Erosion Control Plan.

3.3 SEDIMENT FENCE CONSTRUCTION

A. Locate sediment fence down-slope from source of sediment. Extend sediment fence around source of sediment so that all run-off from source of sediment flows through sediment fence.

B. Set posts down-slope of fabric.

C. Bury toe of fence approximately eight inches deep.

D. When joints are necessary, securely fasten fabric at support post with overlap to next post.

3.05 SILTATION AND BANK EROSION

A. Take adequate precautions to minimize siltation and bank erosion or during other construction activities.

3.06 FLOATING TURBIDITY BARRIERS AND STAKED TURBIDITY BARRIEDS

Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the Plans or as approved by the Engineer. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The Engineer may approve alternate methods or materials.

Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where floating barriers installed.

END OF SECTION

Section 02510

SHORELINE PROTECTION – RIP-RAP

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes: Requirements for Riprap including filter fabric and bedding.

PART 2 – PRODUCTS

2.1 MATERIALS FOR RIPRAP

Provide sound, hard, durable rubble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone with a bulk specific gravity of at least 2.30. Ensure that stones are rough and angular. For this application, use broken stone meeting the following gradation and thickness requirements:

Weight Maximum Pounds	Weight 50% Pounds	Weight Minimum Pounds	Minimum Blanket Thickness in Feet
800	350	100	3.5
Ensure that at least 97% of the material by weight is smaller than Weight Maximum pounds. Ensure that at least 50% of the material by weight is greater than Weight 50% pounds. Ensure that at least 85% of the material by weight is greater than Weight Minimum pounds.			

The rock riprap shall be placed by equipment on the surface and to the depth specified. It shall be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying material. The rock for riprap shall be delivered and placed in a manner that ensures the riprap in place is reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface.

Rock riprap shall be placed in a manner to prevent damage to structures. Hand placing is required as necessary to prevent damage to any new and existing structures.

When the contract specifies filter, bedding, or geotextile beneath the rock riprap, the designated material shall be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate is not required, but the surface of such material shall be finished reasonably smooth and free of mounds, dips, or windrows.

PART 3 – EXECUTION

3.1 FILTER FABRIC

Overlap adjacent strips of fabric a minimum of 24 inches, and anchor with securing pins (as recommended by the manufacturer) inserted through both strips of fabric along a line through the midpoint of the overlap and to the extent necessary to prevent displacement of the fabric. Place the fabric so that the upstream (upper) strip of fabric overlaps the downstream (lower) strip. Stagger vertical laps a minimum of 5 feet. Use full rolls of fabric whenever possible in order to reduce the number of vertical laps. Do not drop bedding stone or riprap from heights greater than 3 feet onto the fabric.

3.2 SUBGRADE PREPARATION

The subgrade surface on which the rock riprap, filter, bedding, or geotextile is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved material.

3.3 RIP-RAP PLACEMENT

Contractor to place carefully new rip-rap as required to match same joint point as existing rip-rap.

END OF SECTION

PART 5

DRAWINGS

APPENDIX

PERMITS

THE CITY OF KEY WEST
Tree Commission
Post Office Box 1409 - Key West, FL 33041-1409
Telephone: 305-809-3723

March 31, 2016

City of Key West
Attn:Karen Olson
201 William Street
Key West, FL 33040

Your request for Tree Commission ruling is being processed. The tree(s) on the application will be measured and evaluated for tree replacement caliper inches as per **Section 110-324** Key West City code.

Per **Key West City Code Sec.110-323 Application of criteria,** the Tree Commission shall determine whether to approve each tree removal permit application by weighing its findings made pursuant to **Sections 110-327, 110-328, and 110-329**. Determinations of equivalency shall include evaluation of the species, age, condition, historical significance, dimension and setting of the tree.*

This request will be considered at the **4/12/2016,** Tree Commission Meeting, 5:00 pm, Old City Hall, 510 Greene Street. **Your attendance is required.**

You can use the following link to review the meeting's agenda package under the Tree Commission Calendar http://keywest.legistar.com/Calendar.aspx.

****

200 Block Trumbo Road/T16-7872/City of Key West (Leasee from State of Florida)
Removal: 1-Black Mangrove and 2-White Mangrove

Tree(s)		***Tree Value***	x	***Diameter***	=	***Replacement Caliper(dbh) inches***
1-Black Mangrove	-	*86%*	x	*10"*	=	*8.6"*
1-White Mangrove		*83%*		*12"*		*9.9"*
1-White Mangrove		*83%*		*8"*		*6.6"*
					TOTAL	***25"***

Tree replacements will be planted in area of choice within the property line of tree address.
****

If you have any questions, please call the office at (305) 809-3723.

Karen DeMaria
Urban Forestry Manager
kdemaria@cityofkeywest-fl.gov

**** Tree Commission will make final determination. The values charged may be different than what is expressed herein the preliminary worksheet.***

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
9900 SOUTHWEST 107TH AVENUE, SUITE 203
MIAMI, FLORIDA 33176

MARCH 4, 2016

REPLY TO ATTENTION OF

Regulatory Division
South Permits Branch
Miami Permits Section
SAJ-2014-03340 (NW-MIB)

City of Key West
C/o James Scholl, City Manager
3132 Flagler Avenue
Key West, Florida 33040

Dear Mr. Scholl:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on November 6, 2014, the file number SAJ-2014-03340. A review of the information and drawings provided indicates that the work is to excavate 67 cubic yards of existing riprap boulders within a 2,966 square foot area to accommodate a new 222.7 linear feet of riprap revetment with varying widths of 9 to 20 feet within the previous footprint resulting in the placement of 136 cubic yards of will within a 2,966 square foot area, and to install temporary floating turbidity barriers around all work areas that are in/over U.S. navigable waters. The project is located at Trumbo Road adjacent to Key West Bight tributary to the Florida Bay in Section 31, Township 68 South, Range 25 East, Key West, Monroe County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 3. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2017**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 77, dated February 21, 2012, specifically pages 10270 – 10290, the Corrections to the Final Nationwide Permits, Federal Register 77, March 19, 2012, and the List of Regional Conditions. The Internet page address is:

http://www.saj.usace.army.mil/Missions/Regulatory.aspx

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on “Source Book”; and, then click on “Nationwide Permits.” These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 3. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:
a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Special Projects and Enforcement Branch, 9900 Southwest 107th Avenue, Suite 203, Miami, Florida 33176.
b. For electronic mail CESAJ-ComplyDocs@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2014-03340 (NW – MIB), on all submittals.

2. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached “Self-Certification Statement of Compliance” form (Attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the “Self-Certification Statement of Compliance” form. The description of any deviations on the “Self-Certification Statement of Compliance” form does not constitute approval of any deviations by the Corps.

3. **Assurance of Navigation and Maintenance**: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

4. **Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attached).

5. **Posting of Permit:** The Permittee shall ensure that all contractors, sub-contractors, and entities associated with the implementation of the project review, understand, and comply with the approved plans and special conditions made part of this permit. The Permittee shall inform all parties associated with the activity of the construction area boundaries, and the location of adjacent corals and sea grass communities to be avoided. Complete copies of the permit and approved plans shall be available at the construction site at all times. Failure to comply with the approved plans and permit special conditions may subject the Permittee to enforcement action.

6. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a re-verification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a re-verification of this permit from the **Miami** Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for re-verification of this permit.

7. **Historic Properties**:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33

CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

8. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

9. **Erosion Control**: Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

10. **Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with National Marine Fisheries Service's “Sea Turtle and Smalltooth Sawfish Construction Conditions” dated March 23, 2006, (Attached).

11. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit the Permittee shall install floating turbidity barriers with weighted skirts that extend to within one foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

12. **Mitigation Credit Purchase:** Within 30 days from the date of initiating the authorized work, the Permittee shall provide written verification to the Corps that 0.0023 tidal federal mitigation credits have been purchased from the Keys Restoration Fund In-Lieu Fee Mitigation Program (SAJ-2012-02902) for 300 square feet of wetland shoreline impacts. For questions regarding the purchase of credits from the Keys Restoration Fund, please contact Laura Flynn by email LLFLYNN@GMAIL.COM or by Toll Free phone at 855-588-2100. The Permittee shall include a copy of the DA permit along with a check made payable to the Keys Restoration Fund (KRF). Please note that failure to mail a copy of the permit with the check may result in a delay of processing payment. This DA permit number (SAJ-2014-03340) shall be written on the check. The payment can be mailed to the following address: Coastal Resources Group, Inc. C/o Laura Flynn, 11449 Calhoun Court, Venice, FL 34293. The Permittee shall provide written verification of credit purchase to the Corps' Enforcement Section at 9900 SW 107th Ave, #203, Miami, FL 33176. The required verification shall reference this project's DA permit number (SAJ-2014-03340).

13. Florida Keys National Marine Sanctuary: This Corps permit does not authorize you to damage, diminish, degrade, impair, destroy, or otherwise harm any Florida Keys National Marine Sanctuary (FKNMS) trust resource. In order to legally conduct your work, you are provided with a copy of the FKNMS letter dated January 7, 2015. You must understand and agree to comply with the provisions of this document. The FKNMS letter contains mandatory terms and conditions. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with the FKNMS requirements, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions would constitute noncompliance with your Corps permit. The FKNMS is the appropriate authority to determine compliance with the terms and conditions of its requirements and with the Marine Protection, Research, and Sanctuaries Act of 1972 (16 U.S.C. 1432).

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact me by telephone at 305-779-6057.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

Maria Bezanilla
Project Manager

Enclosures

Copy/ies Furnished:

Phil Frank, agent- email
FKNMS- email

GENERAL CONDITIONS
33 CFR PART 320-330
PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on **March 18, 2017**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2014-03340 (NW-MIB)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) **(BLOCK)**

_____
(STREET ADDRESS)

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2014-03340 (NW-MIB)

Permittee's Name & Address (please print or type):_____

_____

_____

Telephone Number:_____

Location of the Work:_____

_____

Date Work Started:_____ Date Work Completed:_____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO_____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging,
etc.):_____

_____

_____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

_____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

_____

_____

****

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

_____
Signature of Permittee

_____
Date

CITY OF KEY WEST

KEY WEST BIGHT SHORELINE PROTECTION

MONROE COUNTY, FLORIDA
STANTEC PROJECT NO. 215611872

INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
C1	COVER
C2	GENERAL NOTES
C3	EXISTING SITE PLAN
C4	GEOMETRY PLAN
C5	SHORELINE PROTECTION PLAN
C6-C7	SECTION VIEWS

LOCATION MAP
Scale: 1"=300'

MAYOR & COUNCIL:

Craig Cates, Mayor
Jimmy Weekley, Commissioner
Mark Rossi, Commissioner
Billy Wardlow, Commissioner
Tony Yaniz, Commissioner
Teri Johnston, Commissioner
Clayton Lopez, Commissioner

City Manager: James Scholl

SEPTEMBER 18, 2014

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It's fast. It's free. It's the law.
www.callsunshine.com

••••••••APPROVALS••••••••			
AGENCY	SUBMITTAL DATE	APPROVAL DATE	PERMIT NUMBER

SAJ-2014-03340 City of Key West (Sheet 1 of 7) 03/04/2016

Stantec
901 Ponce de Leon Blvd. Suite 900
Coral Gables, Florida, 33134
Tel. 305-445-2900
Fax. 305-445-3344
www.stantec.com

APPROVED BY

CARLOS M. HERDOCIA
REGISTERED ENGINEER NO. 47660
STATE OF FLORIDA

GENERAL NOTES

1. GOVERNING SPECIFICATIONS: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED 2014 AND THE SUPPLEMENTS THERETO.

2. CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS DATED JANUARY, 2014.

3. ALL STATIONS AND OFFSETS ARE REFERENCED TO BASELINE OF CONSTRUCTION.

4. THE FINISHED ROADWAY SECTION SHALL BE SMOOTH AND SET TO DRAIN.

5. EXISTING SECTION CORNERS AND 1/4 SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.

6. ANY MAILBOX WITHIN THE LIMITS OF CONSTRUCTION IS TO BE TAKEN DOWN AND RESET IN ACCORDANCE WITH POSTAL REQUIREMENTS BY THE CONTRACTOR.

7. B.M. DATA IS NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD –'29).

8. ANY NGVD – 1929 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, NOTIFY:

   GEODETIC INFORMATION CENTER
   ATTEN: MARK MAINTENANCE SECTION N/CG–162
   6001 EXECUTIVE BLVD.
   ROCKVILLE, MARYLAND 20852
   TELEPHONE NO. (301) 443–8319

9. THE EXACT LOCATIONS OF PROPOSED SWALES, BACK SLOPE LINES AND LIMITS OF CONSTRUCTION WILL BE IN ACCORDANCE WITH THE PLANS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

10. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED. ADJUSTMENTS TO BE INCLUDED IN CONTRACTORS BID.

11. ALL EXISTING DRAINAGE STRUCTURES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED AND SHALL BE DISPOSED OF BY THE CONTRACTOR.

12. ALL DISTURBED R/W SHALL BE SODDED OR STABILIZED WITH SEED AND MULCH.

13. THE CONTRACTOR WILL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN THAT NOW EXISTING.

14. ITEMS IN CONFLICT WITH DESIGN SUCH AS EXISTING CURBS AND GUTTERS, SIDEWALKS, DRAINAGE STRUCTURES, PAVEMENT AND BASE AND EXCESS EXCAVATIONS ARE TO BE REMOVED BY CONTRACTOR AND DISPOSED OF IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE UNLESS THE ITEMS ARE TO BE REUSED ON THE PROJECT.

    THE CONTRACTOR SHALL PROVIDE 30–DAY WRITTEN NOTICE PRIOR TO REMOVAL OF ANY EXISTING LANDSCAPING, FENCING, ETC. LOCATED WITHIN CITY RIGHT–OF–WAY. SHOULD THE MATERIAL NOT BE REMOVED WITHIN THE 30–DAY PERIOD, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF THE ELEMENTS IN A LEGAL AND PROPER MANNER.

15. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE APPLICABLE FDOT INDEX NUMBERS (600 SERIES) AND THESE DOCUMENTS; THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S. DEPARTMENT OF TRANSPORTATION, FHWA), SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS. PEDESTRIAN AND VEHICULAR TRAFFIC SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.

16. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY; THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY

17. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES EXTEND INTO OR ARE NEAR THE STABILIZED PORTION OF THE ROAD BED AND EXTREME CAUTION WILL BE NECESSARY IN STABILIZATION OPERATIONS AT THESE LOCATIONS.

18. THE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR UTILITIES SO THAT COMPANY REPRESENTATIVE CAN BE PRESENT.

19. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES, UNDERGROUND UTILITIES.

20. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556 OF FLORIDA STATUTES, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY.

21. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.

22. THE CONTRACTOR SHALL CALL SUNSHINE (1/800–432–4770) FOR FIELD LOCATIONS 48 HOURS BEFORE DIGGING NEAR UNDERGROUND UTILITIES.

23. KNOWN UTILITIES:

COMCAST	USIC DISPATCH	800–778–9140
KEYS ENERGY SERVICES	MARIA DE LA TORRE	(305) 295–1042
FLORIDA KEYS AQUEDUCT AUTHORITY	DINA CAMPO	(305) 809–2541
FLORIDA DPT OF TRANSPORTATION 6	GIOVANI COLAS	(305) 951–7669
FLORIDA KEYS WATER	MICHELLE FRANCK	(305) 809–2601
INFRASTRUCTURE CORP OF AMERICA	FRANK SHAW	(305) 619–1608
KW RESORT UTILITIES	MARK BURKEMPER	(305) 295–3301
KEY WEST PIPILINE COMPANY	DAN SILVESTRO	(305) 294–4812
OPERATIONS MANAGEMENT INT.	MICHAEL MARTINEZ	(305) 292–5133
AT&T DISTRIBUTION	USIC DISPATCH CNTR	(800) 778–9140

24. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT APPROVAL FROM THE OWNER.

25. NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED AS PROPOSED BASE MATERIAL.

26. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT STANDARD INDEX #102:

    A. SILT FENCE SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT ADJACENT TO ANY SOIL DISTURBING ACTIVITIES.

    B. STAKED TURBIDITY BARRIER SHALL BE INSTALLED UPSTREAM OF ANY MINOR CROSS DRAIN IMPROVEMENTS.

    C. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION PER STANDARD INDEX #102.

    D. ALL FENCING, GRADING, SIGNING AND SODDING SHALL BE MAINTAINED DURING THE CONTRACT LIFE. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY.

27. AT LOCATIONS WHERE PIPE AND DRAINAGE STRUCTURES ARE TO BE CONSTRUCTED OR REMOVED UNDER THE EXISTING PAVEMENT, THE REPLACEMENT OF EMBANKMENT, BASE, ASPHALT, ETC. NECESSARY FOR EXCAVATION IS TO BE INCLUDED IN THE COST OF PIPE.

28. ALL RELOCATED FIREHYDRANTS SHALL HAVE A 3'X3'X6" CONCRETE PAD CONSTRUCTED. COST OF CONCRETE PAD SHALL BE INCLUDED WITHIN THE HYDRANT RELOCATION UNIT PRICE.

29. ALL SEWER/WATER METER AND VALVE BOXES SHALL BE REPLACED WITH NEW. COST OF NEW UTILITY BOX SHALL BE INCLUDED IN RELOCATION/ ADJUSTMENT UNIT PRICE. ALL METER BOXES SHALL BE RELOCATED FROM RESIDING WITHIN PAVING AREAS TO WITHIN THE PROPOSED CONCRETE SIDEWALK.

30. ENCROACHMENTS THAT RESIDE WITHIN THE RIGHT OF WAY BEYOND 12 INCHES ARE ANTICIPATED TO BE REMOVED. THE CONTRACTOR IS TO REMOVE/ RETURN FENCE PANELS AND CHAIN LINK FENCING TO THE OWNER FOR THE OWNERS USE. IF THE OWNER DOES NOT WANT SALVAGED MATERIALS THE CONTRACTOR IS TO DISPOSE OF AT NO ADDITIONAL CHARGE TO THE CITY.

31. TO FACILITATE HARMONIZATION OF ADJACENT PARCELS LOCATED THROUGHOUT THE VARIOUS CORRIDORS, THE CITY WILL OBTAIN LICENSE/ RIGHT OF ENTRY AGREEMENTS FROM PROPERTY OWNERS LOCATED ALONG THE CORRIDOR. THE CONTRACTOR SHALL OBTAIN THESE WRITTEN AGREEMENTS FROM THE CITY PRIOR TO INITIATING WORK REQUIRED BEYOND THE EXISTING RIGHT OF WAY.

PEDESTRIAN ACCESS

32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SAFE MOVEMENT OF PEDESTRIANS THROUGH, AROUND, AND AWAY FROM THE CONSTRUCTION SITE.

33. THE SAFETY OF PEDESTRIAN TRAFFIC SHALL BE CONSIDERED AT ALL TIMES IN THE PROVISIONS OF TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS AND NOTES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE LIGHTS, SIGNS, BARRICADES, AND OTHER WARNINGS TO PHYSICALLY SEPARATE THE PEDESTRIAN FROM HAZARDS INCIDENTAL TO THE CONSTRUCTION OPERATIONS SUCH AS OPEN EXCAVATIONS, ETC. AT ALL TIME, THE PEDESTRIAN MOT SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.

SAJ-2014-03340 City of Key West (Sheet 2 of 7) 03/04/2016

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.
The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

Scale: 1" = 20'
(Reduced Scale: 1" = 40')
0 20 40

SITE SURVEY INFORMATION FROM:
REECE & WHITE LAND SURVEYING INC.
127 INDUSTRIAL ROAD
BIG PINE KEY, FL 33043
FIELD WORK DATE: JANUARY 6, 2014
REVISION DATED: JANUARY 21, 2014
SIGNED AND SEALED BY:
ROBERT E. REECE LS 5632

BEARING BASE:
THE BASELINE OF SURVEY
AT N09°34'20"E AS ASSUMED

ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

ELEVATIONS SHOWN AS
X.XX REFER TO NGVD29
VERTICAL DATUM

BENCHMARK USED: PID AA0008
STAMPING: 14.324
MARK LOGO: CGS
ELEV.: 14.32', NGVD29

SURVEYOR'S NOTES:

1. RIGHT-OF-WAY SHOWN HEREON BASED ON:
FIELD MONUMENTATION FOUND AND 49.59' R/W FOR
TRUMBO ROAD PER STEAMPLANT CONDO DOCS
BK 2402, PGS 1-220

2. SETBACK FOR "NAVY SECURITY ZONE" PROVIDED
BY STANTEC

NOTE: MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.
FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN.
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BFP = BACK-FLOW PREVENTER
BO = BLOW OUT
C = CALCULATED
C&G = 2' CONCRETE CURB & GUTTER
CB = CONCRETE BLOCK
CBW = CONCRETE BLOCK WALL
CBRW = CONCRETE BLOCK RETAINING WALL
CI = CURB INLET
CL = CENTERLINE
CLF = CHAINLINK FENCE
CM = CONCRETE MONUMENT
CONC = CONCRETE
C/S = CONCRETE SLAB
CVRD = COVERED
D = DEED
DEASE = DRAINAGE EASEMENT
DELTA = DELTA ANGLE
DMH = DRAINAGE MANHOLE
EB = ELECTRIC BOX
EL = ELEVATION
ELEV = ELEVATED
EM = ELECTRIC METER
ENCL = ENCLOSURE
FFE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FI = FENCE INSIDE
FL = FLOW LINE
FND = FOUND
FN&D = FOUND NAIL & DISK
(#XXXX)
FO = FENCE OUTSIDE
FOL = FENCE ON LINE
GB = GRADE BREAK
GI = GRATE INLET
GL = GROUND LEVEL
GW = GUY WIRE
HB = HOSE BIB
IP = IRON PIPE
L = ARC LENGTH
LE = LOWER ENCLOSURE
LS = LANDSCAPING
M = MEASURED
MB = MAILBOX
MHWL = MEAN HIGH WATER LINE
MTLF = METAL FENCE
NG = NATURAL GRADE
NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
NTS = NOT TO SCALE
OHW = OVERHEAD WIRES
P = PLAT
PI = POINT OF INTERSECTION
PK = PARKER KALON NAIL
PM = PARKING METER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENT
R = RADIUS
ROL = ROOF OVERHANG LINE
ROWL = RIGHT OF WAY LINE
R/W = RIGHT OF WAY
SCO = SANITARY CLEAN-OUT
SN&D = SET NAIL & DISK LB 7846
SIR = SET IRON ROD ½" LB 7846
SLS = SANITARY LIFT STATION
SMH = SANITARY MANHOLE
SPV = SPRINKLER CONTROL VALVE
SV = SEWER VALVE
TB = TELEPHONE BOX
TBM = TIDAL BENCHMARK
TMH = TELEPHONE MANHOLE
TOB = TOP OF BANK
TOS = TOE OF SLOPE
TS = TRAFFIC SIGN
TYP = TYPICAL
UEASE = UTILITY EASEMENT
UPC = CONCRETE UTILITY POLE
UPM = METAL UTILITY POLE
UPW = WOOD UTILITY POLE
VB = VIDEO BOX
WD = WOOD DECK
WDF = WOOD FENCE
WL = WOOD LANDING
WM = WATER METER
WRACK LINE = LINE OF DEBRIS ON SHORE
WV = WATER VALVE
T = TREE
TBW = BUTTONWOOD
TGL = GUMBO LIMBO
TMA = MAHOGANY
TO = OAK
TPA = PALM
TPAC = COCONUT PALM
TPOIN = ROYAL POINCIANA
TSCH = SCHEFFLERA
TSG = SEAGRAPE
TUNK = UNKNOWN

CONSTRUCTION NOTE:

Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify Owner and Sunshine State One Call of Florida, Inc. @ 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to Stantec prior to excavating.

SAJ-2014-03340 City of Key West (Sheet 3 of 7) 03/04/2016

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

Seal

CARLOS M. HERDOCIA, P.E.
REGISTERED ENGINEER NO. 47660
STATE OF FLORIDA

Consultants

Stantec
901 Ponce de Leon Blvd. Suite 900
Coral Gables, Florida 33134
www.stantec.com

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CITY OF KEY WEST
KEY WEST BIGHT SHORELINE PROTECTION
Key West, Florida

File Name:	DS	SC	DS	14.01.31
	Dwn.	Chkd.	Dsgn.	YY.MM.DD

EXISTING CONDITIONS

Project No.	Scale	
215611872	SEE PLANS	
Drawing No.	Sheet	Revision
C3	of 7	

ORIGINAL SHEET – ANSI D HORIZ

I:\215611872\Key_west_Bight\stantec Dwg Plans Riprap Only\R215611872_Geometry Layout For Dock Location.dwg
2015/04/08 3:04 PM By: Marcos, Rod

Excavation Notes:

.

Excavation to include removal of existing riprap. See Note 01 for details.

.

Excavation to be conducted from adjacent uplands.

.

Following excavation, filter cloth to be installed from uplands.

.

Existing riprap then replaced along with new repair riprap to complete project. See Note 02.

SITE SURVEY INFORMATION FROM:
REECE & WHITE LAND SURVEYING INC.
127 INDUSTRIAL ROAD
BIG PINE KEY, FL 33043
FIELD WORK DATE: JANUARY 6, 2014
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X.XX REFER TO NGVD29
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TRUMBO ROAD PER STEAMPLANT CONDO DOCS
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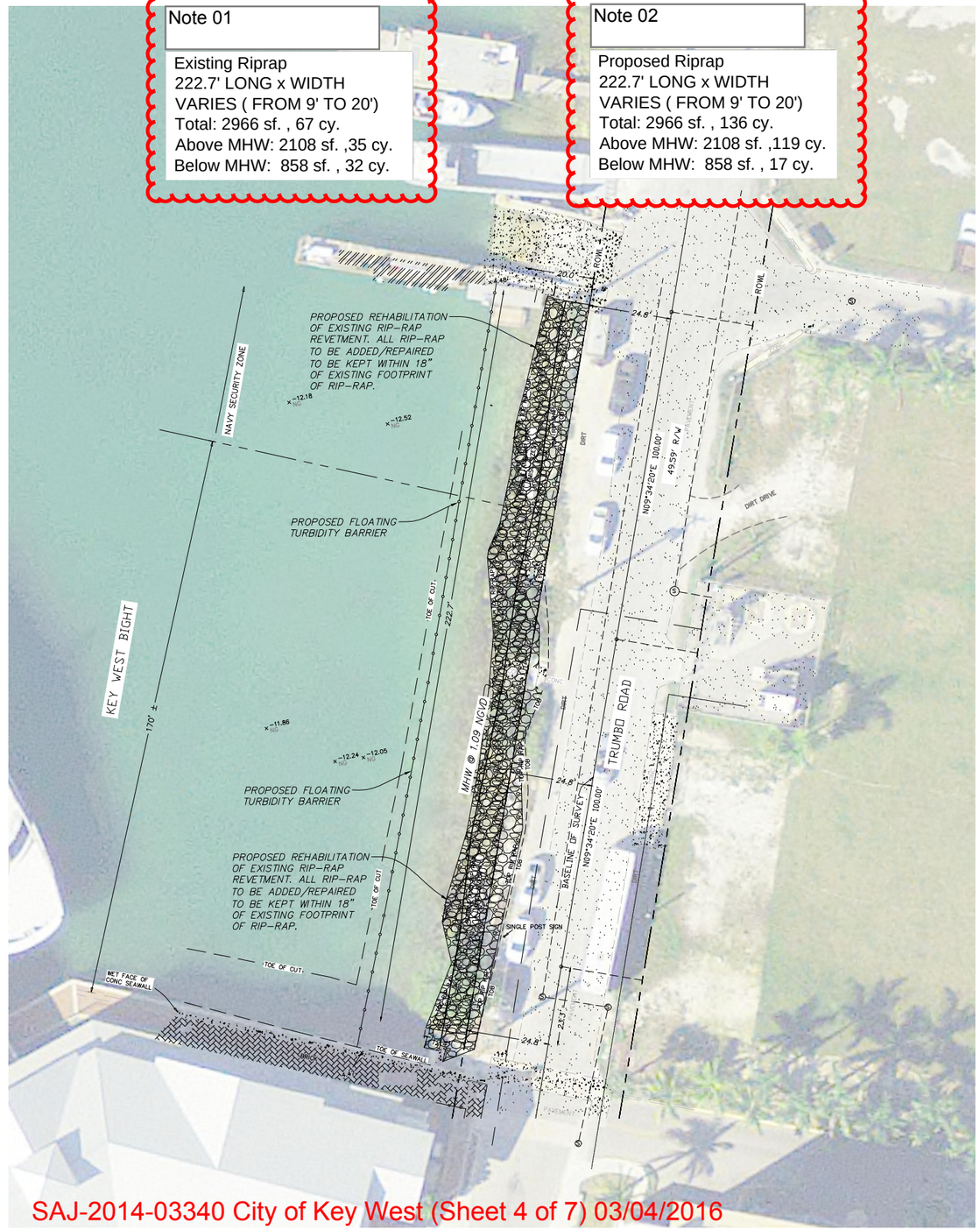
2. SETBACK FOR 'NAVY SECURITY ZONE' PROVIDED
BY STANTEC

NOTE: MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.
FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN.
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BFP = BACK-FLOW PREVENTER
BO = BLOW OUT
C = CALCULATED
C&G = 2' CONCRETE CURB & GUTTER
CB = CONCRETE BLOCK
CBW = CONCRETE BLOCK WALL
CBRW = CONCRETE BLOCK RETAINING WALL
CI = CURB INLET
CL = CENTERLINE
CLF = CHAINLINK FENCE
CM = CONCRETE MONUMENT
CONC = CONCRETE
C/S = CONCRETE SLAB
CVRD = COVERED
D = DEED
DEASE = DRAINAGE EASEMENT
DELTA = DELTA ANGLE
DMH = DRAINAGE MANHOLE
EB = ELECTRIC BOX
EL = ELEVATION
ELEV = ELEVATED
EM = ELECTRIC METER
ENCL = ENCLOSURE
FFE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FI = FENCE INSIDE
FL = FLOW LINE
FND = FOUND
FN&D = FOUND NAIL & DISK
(&XXXX)
FO = FENCE OUTSIDE
FOL = FENCE ON LINE
GB = GRADE BREAK
GI = GRATE INLET
GL = GROUND LEVEL
GW = GUY WIRE
HB = HOSE BIB
IP = IRON PIPE
L = ARC LENGTH
LE = LOWER ENCLOSURE
LS = LANDSCAPING
M = MEASURED
MB = MAILBOX
MHWL = MEAN HIGH WATER LINE
MTLF = METAL FENCE
NG = NATURAL GRADE
NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
NTS = NOT TO SCALE
OHW = OVERHEAD WIRES
P = PLAT
PI = POINT OF INTERSECTION
PK = PARKER KALON NAIL
PM = PARKING METER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENT
R = RADIUS
ROL = ROOF OVERHANG LINE
ROWL = RIGHT OF WAY LINE
R/W = RIGHT OF WAY
SCO = SANITARY CLEAN-OUT
SN&D = SET NAIL & DISK LB 7846
SIR = SET IRON ROD ½" LB 7846
SLS = SANITARY LIFT STATION
SMH = SANITARY MANHOLE
SPV = SPRINKLER CONTROL VALVE
SV = SEWER VALVE
TB = TELEPHONE BOX
TBM = TIDAL BENCHMARK
TMH = TELEPHONE MANHOLE
TOB = TOP OF BANK
TOS = TOE OF SLOPE
TS = TRAFFIC SIGN
TYP = TYPICAL
UEASE = UTILITY EASEMENT
UPC = CONCRETE UTILITY POLE
UPM = METAL UTILITY POLE
UPW = WOOD UTILITY POLE
VB = VIDEO BOX
WD = WOOD DECK
WDF = WOOD FENCE
WL = WOOD LANDING
WM = WATER METER
WRACK LINE = LINE OF DEBRIS ON SHORE
WV = WATER VALVE
T = TREE
TBW = BUTTONWOOD
TGL = GUMBO LIMBO
TMA = MAHOGANY
TO = OAK
TPA = PALM
TPAC = COCONUT PALM
TPOIN = ROYAL POINCIANA
TSCH = SCHEFFLERA
TSG = SEAGRAPE
TUNK = UNKNOWN



Scale: 1" = 20'
(Reduced Scale: 1" = 40')
0 20 40

NOTES:
1. ALL WORK TO BE CONDUCTED FROM ADJACENT UPLANDS ALONG TRUMBO ROAD.
2. CONSTRUCTION TO FOLLOW FEDERAL STANDARD MANATEE CONDITIONS FOR IN-WATER WORK, SEA TURTLE AND SMALLTOOTH SAWFISH CONDITIONS, AND STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

NOTE:
ALL WORK TO OCCUR WITHIN SOVEREIGN SUBMERGED LAND LEASE #440027185 DATED 12/08/2011

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

CONSTRUCTION NOTE:

Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify Owner and Sunshine State One Call of Florida, Inc. @ 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to Stantec prior to excavating.

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

Seal

CARLOS M. HERDOCIA, P.E.
REGISTERED ENGINEER NO. 47660
STATE OF FLORIDA

Consultants

Stantec
901 Ponce de Leon Blvd. Suite 900
Coral Gables, Florida 33134
www.stantec.com

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CITY OF KEY WEST
KEY WEST BIGHT SHORELINE PROTECTION
Key West, Florida

File Name:	DS	SC	DS	14.01.31
	Dwn.	Chkd.	Dsgn.	YY.MM.DD

GEOMETRY PLAN

Project No.	Scale	
215611872	SEE PLANS	
Drawing No.	Sheet	Revision
C4	of 7	

ORIGINAL SHEET – ANSI D HORIZ

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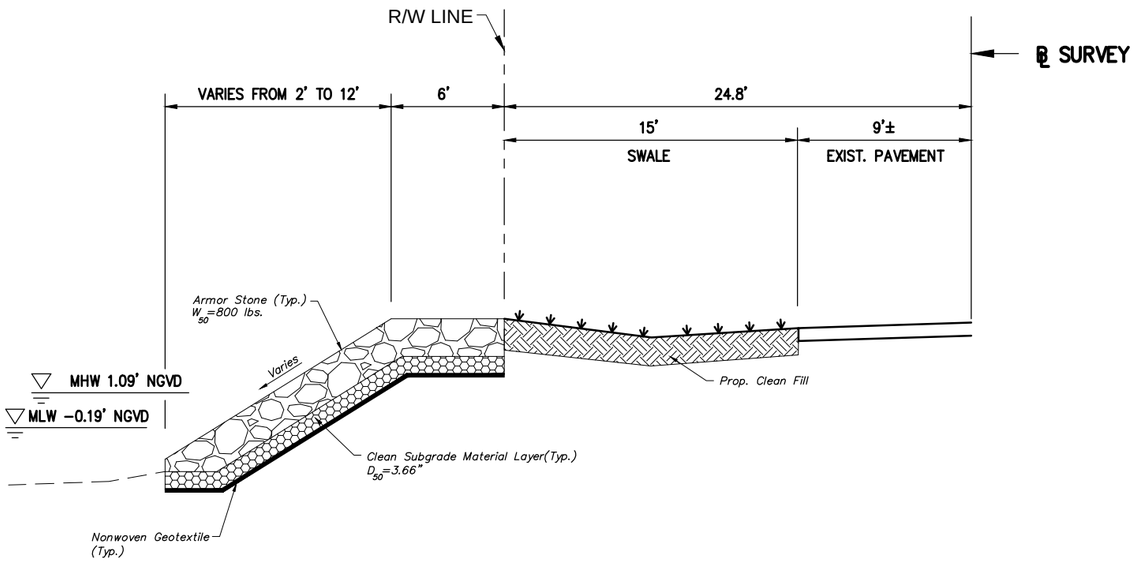
2015/04/08 3:04 PM By: Mariano, Rod



SHORELINE PROTECTION TYPICAL SECTION

N.T.S.

SEQUENCE OF WORK:

1. CAREFULLY REMOVE EXISTING RIPRAP USING EQUIPMENT FROM LANDSIDE.
2. PLACE FILTER FABRIC AND SECURE IT USING CLEAN SUBGRADE MATERIAL.
3. CAREFULLY PLACE EXISTING AND NEW RIPRAP AS REQUIRED TO MATCH SAME FOOTPRING AS EXISTING RIPRAP.

Scale: 1" = 20'
(Reduced Scale: 1" = 40')
0 20 4

Existing Riprap
222.7' LONG x WIDTH
VARIES (FROM 9' TO 20')
Total: 2966 sf. , 67 cy.
Above MHW: 2108 sf. ,35 cy.
Below MHW: 858 sf. , 32 cy.

Proposed Riprap
Total: 2966 sf. , 136cy.
Above MHW: 2108 sf. ,119 cy.
Below MHW: 858 sf. , 17 cy.
See summary table

NOTE: ALL WORK SHALL TAKE PLACE FROM LAND WITH TURBIDITY BARRIER IN PLACE AS SHOWN ON SHEET C04

SAJ-2014-03340 City of Key West (Sheet 5 of 7) 03/04/2016

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

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CITY OF KEY WEST
KEY WEST BIGHT SHORELINE PROTECTION
Key West, Florida

File Name:

DS	SC	DS	14.01.31
Dwn.	Chkd.	Dsgn.	YY.MM.DD

SHORELINE PROTECTION

Project No.	Scale
215611872	SEE PLANS

Drawing No.	Sheet	Revision
C5	of 7	

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2015/04/08 3:34 PM By: Morales, Rod

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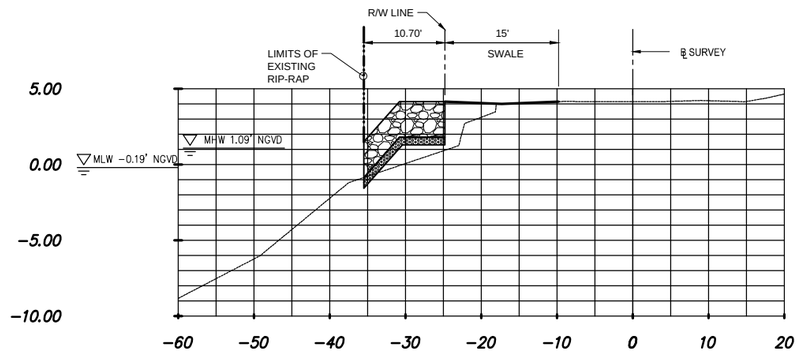

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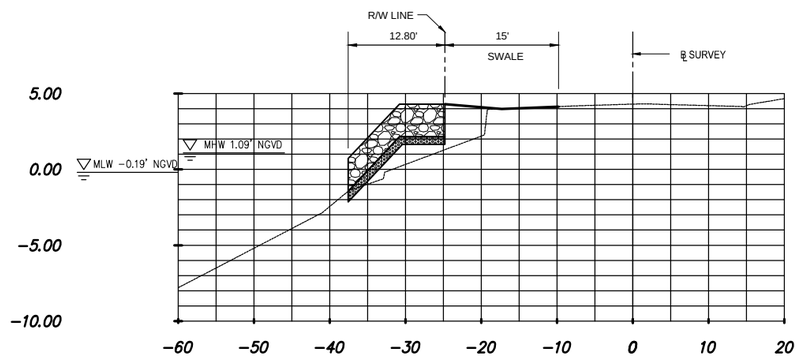
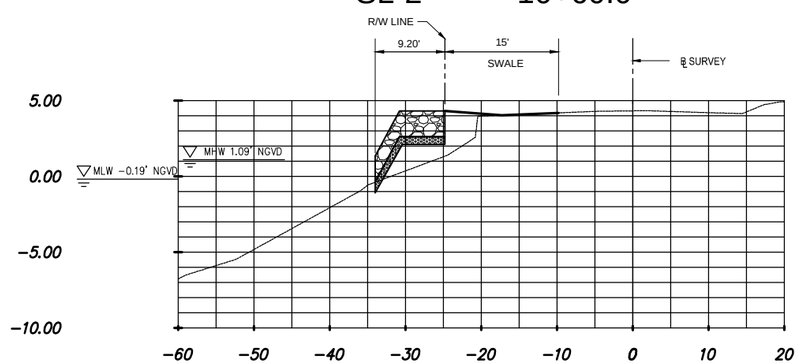
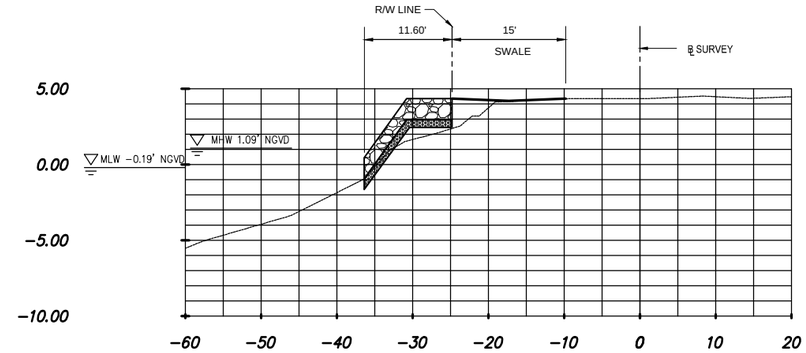


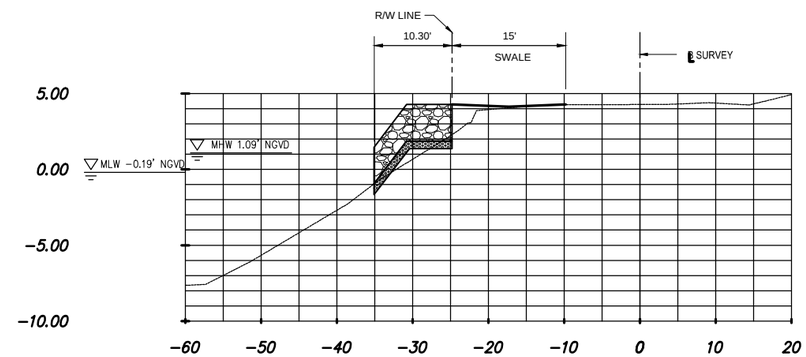
SL-2 10+60.0



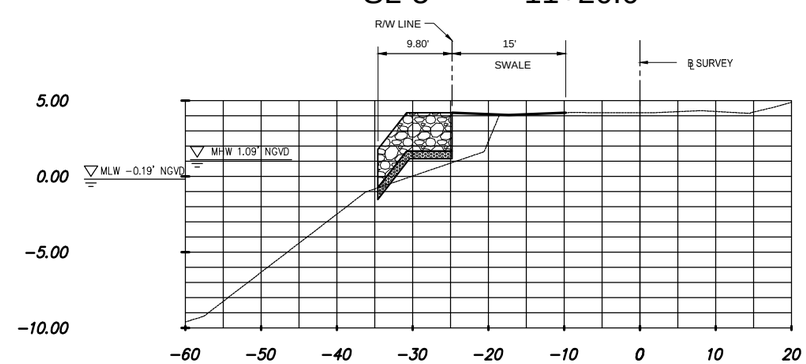
SL-1 10+40.0



SL-6 11+40.0



SL-5 11+20.0



SL-4 11+00.0

SAJ-2014-03340 City of Key West (Sheet 6 of 7) 03/04/2016

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CITY OF KEY WEST
KEY WEST BIGHT SHORELINE PROTECTION
Key West, Florida

File Name:

DS	SC	DS	14.01.31
Dwn.	Chkd.	Dsgn.	YY.MM.DD

SECTION VIEWS

Project No. 215611872
Scale SEE PLANS
Drawing No. C6
Sheet of 7
Revision

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2015/09/08, 3:34 PM By: Morales, Raul

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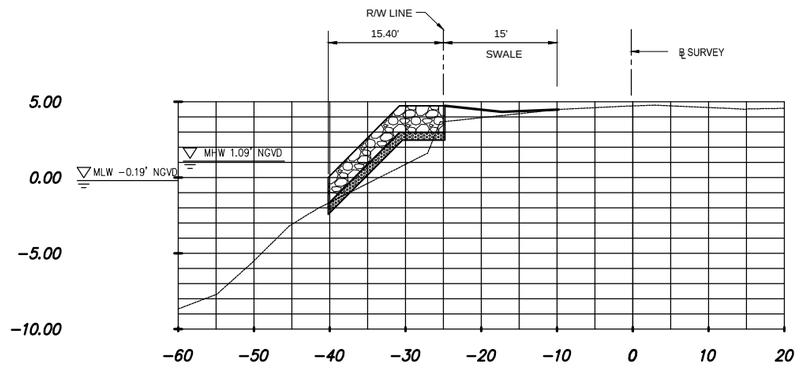
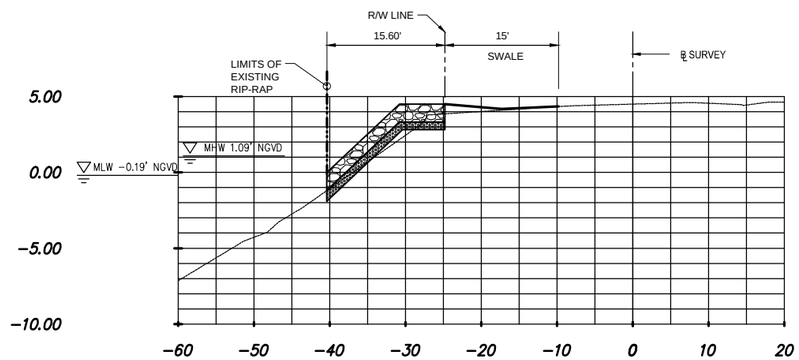
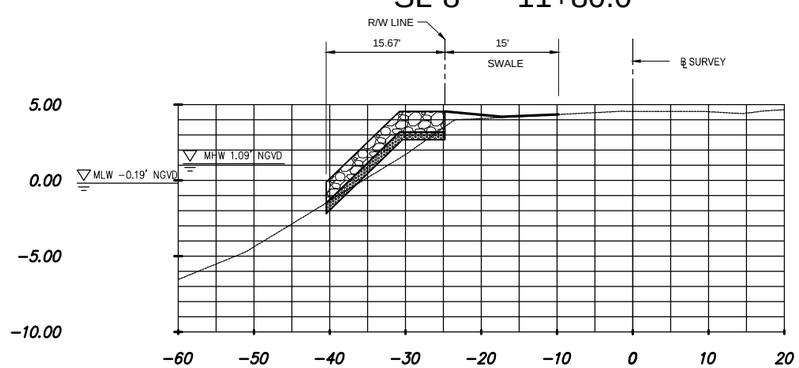


SL-9 12+00.0



SL-8 11+80.0

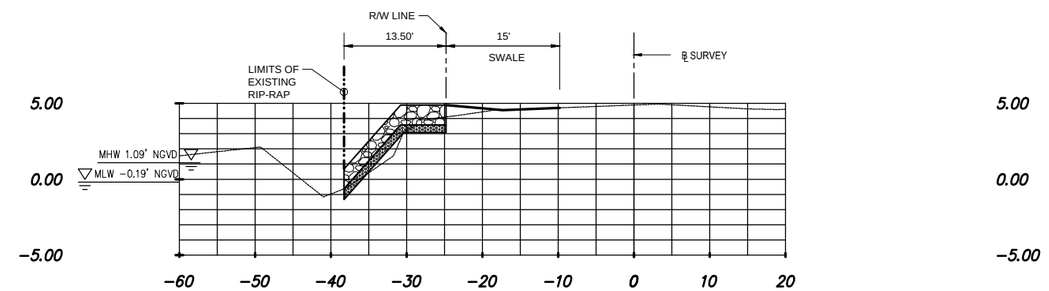


SL-7 11+60.0

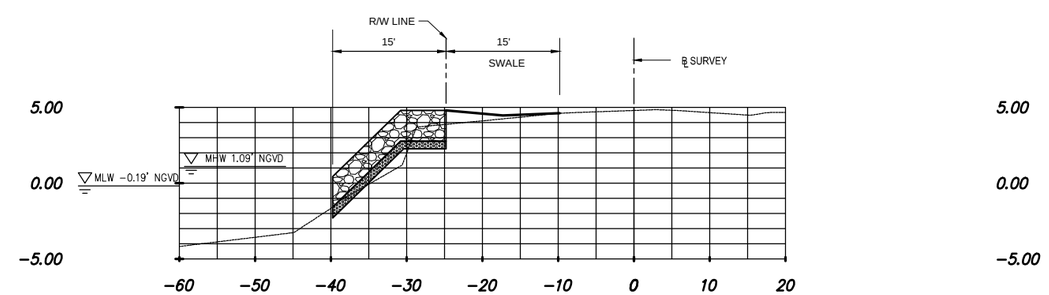
RIPRAP AREA and VOLUME SUMMARY

Elevations Table			
Minimum Elevation	Maximum Elevation	2D AREA	VOLUME
−2.910	1.090	858 S.F.	17 C.Y.
1.090	5.090	2108 S.F.	119 C.Y.

M.H.W.= 1.09 NGVD29



SL-11 12+40.0



SL-10 12+20.0

SAJ-2014-03340 City of Key West (Sheet 7 of 7) 03/04/2016

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CITY OF KEY WEST
KEY WEST BIGHT SHORELINE PROTECTION
Key West, Florida

File Name:

DS	SC	DS	14.01.31
Dwn.	Chkd.	Dsgn.	YY.MM.DD

SECTION VIEWS

Project No. 215611872
Scale SEE PLANS
Drawing No. C7
Sheet of 7
Revision

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2015/09/08 3:34 PM By: Morales, Raul

ORIGINAL SHEET – ANSI D HORIZ

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL OCEAN SERVICE

Florida Keys National Marine Sanctuary
33 East Quay Road
Key West, FL 33040

January 7, 2015

Ms. Maria Bezanilla
Department of the Army Jacksonville District Corps of Engineers
Miami Regulatory Office
9900 Southwest 107th Avenue, Suite 203
Miami, FL 33176

Dear Ms. Bezanilla:

NOAA Florida Keys National Marine Sanctuary (FKNMS or Sanctuary) has reviewed Department of the Army Corps of Engineers (DA Corps) application no. 2014-03340 (NW-MIB). The applicant, City of Key West, c/o James Scholl, City Manager, is requesting a permit to rehabilitate an existing riprap shoreline located at the Key West Bight Marina, Trumbo Road, Key West, Monroe County, FL.

The benthic survey provided for the project from the applicant's agent indicates multiple stony coral colonies attached to the sea floor and debris within and adjacent to the proposed construction area. The removal of, injury to, or possession of coral or live rock is prohibited by FKNMS regulations at 15 CFR §922.163(a)(2). In addition, the proposed activity is prohibited by FKNMS regulations at 15 CFR §922.163(a)(3).

NOAA appreciates the applicant's willingness to relocate certain corals out of the project footprint and mitigate for any unavoidable impacts. These actions will preserve the functional value of the resources that may be impacted by the project. Therefore, pursuant to 15 CFR §922.49, NOAA does not object to the issuance of a DA Corps permit for the project as proposed, and a separate FKNMS permit will not be required, **if the attached measures are enacted by the applicant (City of Key West) or their agent/contractor.** These terms and conditions have been deemed reasonable to protect Sanctuary resources and qualities per NOAA authority at 15 CFR §922.49.

This determination is only applicable to DA Corps application no. 2014-03340 (NW-MIB). If any changes are made to the project description in the application, DA Corps shall notify NOAA and this letter of authorization will be rescinded. Upon such notification, NOAA shall re-review the project and special conditions and provide a supplementary determination. Further information on Sanctuary permit review and authorization is set forth at 15 CFR §922.49.

This project has been assigned authorization #FKNMS-2014-179. Please contact FKNMS Permit Coordinator Joanne Delaney at Joanne.Delaney@noaa.gov if you have questions about the Sanctuary's determination on this project or the attached conditions. Thank you for your continued cooperation with the Florida Keys National Marine Sanctuary.

Sincerely,

Sean Morton
Superintendent, FKNMS

cc: Phil Frank, Terramar Environmental Services, Inc.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL OCEAN SERVICE

Florida Keys National Marine Sanctuary
33 East Quay Road
Key West, FL 33040

NOAA Florida Keys National Marine Sanctuary
Required Conditions for Key West Bight Marina riprap repair
Authorization #FKNMS-2014-179

1. The relocation of corals on debris, as explained by Phil Frank, Terramar Environmental Services, via e-mail on December 19, 2014, shall occur prior to construction by a qualified biologist permitted by FKNMS for such activities. A brief summary of coral relocation activities shall be submitted to Joanne Delaney (joanne.delaney@noaa.gov) upon completion.

2. Any accidental damage to stony corals during construction must be reported immediately to FKNMS and construction operations in the area of observed damage must cease until guidance is provided by FKNMS. Contact Joanne Delaney at (978) 471-9653 for notification of damage.

3. No demolition or construction debris may be deposited in waters of FKNMS at or near the project site at any time. A post-construction benthic survey to inspect compliance with this condition may be required. Should construction debris be evident in adjacent waters, the applicant or his agent will be required to clean up all items immediately and mitigate for any resource injury.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

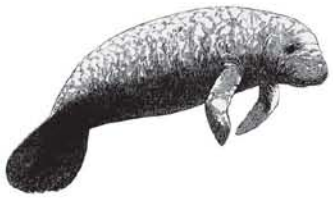
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

Project: SAJ-2014-03340 City of Key West

Impacts :	Habitat type	Location and Landscape Support before	Location and Landscape Support after	Water Environment before	Water Environment after	Community Structure before	Community Structure after	Delta	Ft²	Acres	Functional Units Lost	Total Impact Acres
												0.0069
X1	Tidal	2	1	4	0	5	0	-0.3	300.0	0.0069	-0.0023	
X2								0.0		0.0000	0.0000	**Total Functional Units Lost**
X3								0.0		0.0000	0.0000	
X4								0.0		0.0000	0.0000	
X5								0.0		0.0000	0.0000	
X6								0.0		0.0000	0.0000	**-0.0023**
X7								0.0		0.0000	0.0000	
X8								0.0		0.0000	0.0000	
X9								0.0		0.0000	0.0000	
X10								0.0		0.0000	0.0000	

Impacts :	Habitat type (seagrass only)	Location and Landscape Support before	Location and Landscape Support after	Water Environment before	Water Environment after	Community Structure before	Community Structure after	Delta	Ft²	Acres	Functional Units Lost	Total Impact Acres
												0.0000
Y1	Submerged							0.0		0.0000	0.0000	
Y2								0.0		0.0000	0.0000	**Total Functional Units Lost**
Y3								0.0		0.0000	0.0000	
Y4								0.0		0.0000	0.0000	
Y5								0.0		0.0000	0.0000	
Y6								0.0		0.0000	0.0000	**0.0000**
Y7								0.0		0.0000	0.0000	
Y8								0.0		0.0000	0.0000	
Y9								0.0		0.0000	0.0000	
Y10								0.0		0.0000	0.0000	