

# Request for Proposals



---

RFP # 001-19

## FORMER KEYS DIESEL PLANT STABILIZATION & REDEVELOPMENT

September 2018

---

MAYOR: CRAIG CATES

GREG DAVILA

JIMMY WEEKLEY

SAMUEL KAUFMAN

COMMISSIONERS:

BILLY WARDLOW

CLAYTON LOPEZ

MARY LOU HOOVER

PREPARED BY:  
City of Key West  
Engineering Services

**INFORMATION TO RESPONDENTS**

SUBJECT: REQUEST FOR PROPOSALS RFP NO. 001-19  
FORMER KEYS DIESEL PLANT STABILIZATION  
& REDEVELOPMENT

ISSUE DATE: SEPTEMBER 22, 2018

MAIL OR SPECIAL  
DELIVERY REPOSSES TO: CITY CLERK  
CITY OF KEY WEST  
1300 WHITE STREET  
KEY WEST, FL 33040

DELIVER RESPONSES TO: SAME AS ABOVE

RESPONSES MUST BE  
RECEIVED: December 5, 2018

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

DAVID SERMAK,  
PURCHASING AGENT  
CITY OF KEY WEST

**Enclosures**

## **Table of Contents**

### **PART 1 - RESPONSE REQUIREMENTS**

<u>INVITATION</u> .....	1
<u>ADVERTISEMENT</u> .....	3
<u>REQUEST FOR PROPOSALS</u> .....	4
<u>SUBMISSION DETAILS</u> .....	4
<u>INSURANCE</u> .....	5
<u>BASIS OF AWARD</u> .....	6
<u>CITY STAFF SELECTION CRITERIA MATRIX</u> .....	7

### **PART 2 - FORMS AND AFFIDAVITS**

<u>ANTI – KICKBACK AFFIDAVIT</u>	
<u>NON-COLLUSION AFFIDAVIT</u>	
<u>FLORIDA STATUTES ON PUBLIC ENTITY CRIMES</u>	
<u>INDEMNIFICATION FORM</u>	
<u>EQUAL BENEFITS FOR DOMESTIC</u>	
<u>PARTNERSHIP AFFIDAVIT</u>	
<u>CONE OF SILENCE AFFIDAVIT</u>	

### **PART 3 – TYPICAL LEASE TEMPLATES**

APPENDIX A – SITE SURVEY

APPENDIX B – REPORTS – ENVIRONMENTAL - STRUCTURAL

APPENDIX C – RESOLUTIONS - ORDERS

---

---

**PART 1**

**RESPONSE REQUIREMENTS**

---

---



**INVITATION  
REQUEST FOR PROPOSALS  
FORMER KEYS DIESEL PLANT STABLIZATION & REDEVELOPMENT**

Sealed Responses for the City of Key West RFP No. 001-19 FORMER KEYS DIESEL PLANT STABLIZATION & REDEVELOPMENT, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until 3:00 P.M., December 5, 2018 and then will be publicly opened and Respondent named. Any Responses received after the time and date specified will not be considered.

**Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Response packages are to be enclosed in sealed envelopes, clearly marked on the outside “FORMER KEYS DIESEL PLANT STABLIZATION & REDEVELOPMENT RFP No. 001-19” with the due date, Respondent’s name, addressed, and delivered to the City Clerk at the address noted above.**

Request for Proposal packages may be obtained from Demand Star by Onvia or City of Key West website <http://www.cityofkeywest-fl.gov/egov/apps/document/center.egov?view=item;id=5100>. Bid package access on Demand Star, contact Onvia at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712.

A non-mandatory pre-bid meeting including an opportunity to visit the project site will be held at Key West City Hall, Room 216 at 11:00 AM on October 16, 2018.

The Respondent will be required to furnish documentation showing that he/she is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Respondent can enter into the Agreement contained in the Request for Qualifications. Specifically, the Respondent shall demonstrate that he/she holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

All 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 an Agreement will be awarded for Respondent providing Former Keys Diesel Plant Stablization and Redevelopment services, the CITY will conduct such investigation as is necessary to determine the performance record and ability of Responders. Upon request, Respondents shall submit such information as deemed necessary by the CITY to evaluate Respondent qualifications.

For information concerning this Request for Proposal, please contact James Bouquet, Engineering Services only in writing and requests for information must be received at least ten (10) days prior to the date fixed for opening of responses to RFP. The contact email address is [jbouquet@cityofkeywest-fl.gov](mailto:jbouquet@cityofkeywest-fl.gov). The City's "Cone of Silence" Ordinance 2-773 does not allow verbal communications.

As stated above at the time of the Response submittal, the Respondent must provide satisfactory documentation of State Licenses. The Respondent 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 Respondent must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Response in question. The City may reject Responses for any of the following reasons: (1) for budgetary reasons, (2) if the Responder misstates or conceals a material fact in its Response, (3) if the Response does not strictly conform to the law or is non-responsive to the Response requirements, (4) if the Response is conditional, (5) if a change of circumstances occurs making the purpose of the Response unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any Response.

\* \* \* \* \*

**ADVERTISEMENT REQUEST FOR PROPOSALS  
FORMER KEYS DIESEL PLANT STABILIZATION & REDEVELOPMENT**

NOTICE is hereby given to prospective proposers that the City of Key West (CITY) is seeking proposals for stabilization and redevelopment of the former KEYS Diesel Plant - RFP No. 001-19. The Clerk of the City of Key West, Florida at 1300 White Street, Key West, Florida 33040 will receive responses to Request for Proposals until 3:00 on December 5, 2018. Late Responses will not be considered. RFP DOCUMENTS may be obtained from DemandStar by Onvia at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) or calling toll-free 1-800-711-1712 or the City Website at <http://www.cityofkeywest-fl.gov/egov/apps/document/center>. A non-mandatory pre-bid meeting including an opportunity to visit the project site will be held at Key West City Hall, Room 216 at 11:00 AM on October 16, 2018.

Respondents shall submit one (1) original response and 2 USB flash drives with each USB flash drive containing one PDF file of the full response. Response package shall be enclosed in two (2) sealed envelopes, one envelope within the other clearly marked on the outside: "RFP No. 001-18: Former KEYS Diesel Plant Stabilization & Redevelopment" with due date, Respondent's name, addressed and delivered to:

CITY CLERK CITY  
OF KEY WEST  
1300 WHITE STREET KEY  
WEST, FLORIDA 33040

## **REQUEST FOR PROPOSALS**

### **FORMER KEYS DIESEL PLANT STABILIZATION & REDEVELOPMENT**

The City of Key West is soliciting proposals to stabilize and ultimately redevelop the former Keys Energy Services (KEYS) Diesel Plant with connected buildings located at 101 Geraldine Street, 709 Fort Street and 100 Angela Street. Stabilization and redevelopment will be consistent/conforming with Chief Building Official Order dated February 21, 2018 and City Commission Resolution 18-238. Stabilization and redevelopment shall be at no cost to the City of Key West. Proposed project shall be subject to internal City review and approvals including, but not limited to, Bahama Village Redevelopment Advisory Committee, Planning Board, Historic Architectural Review Commission and City Commission.

Respondents must demonstrate financial capability, expertise and relevant experience in redevelopment of historic structures and subsequent management as a profitable business nor self-sustaining non-profit organization.

Lease duration of properties within the Caroline Street Corridor and Bahama Village Community Redevelopment Authority (CRA) is a maximum of 20 years.

**Proposals shall be limited to 20 double sided pages not including PART 2 / FORMS & AFFIDAVITS.**

**Submit to:**

City Clerk  
City of Key West  
1300 White Street  
Key West, FL 33040

**Date/Time:**

October 31, 2018  
3:00 PM

**Submission of Proposals:**

Responses shall be submitted in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“RFP No. 001-19 Former KEYS Diesel Plant Stabilization & Redevelopment”**, with due date, Respondent’s name, addressed and delivered to:

CITY CLERK  
CITY OF KEY WEST  
1300 WHITE STREET  
KEY WEST, FLORIDA 33040

Any proposal received after the response deadline will not be considered.

**Number of Copies:**

Respondent's shall submit one (1) original response and two 2 USB flash drives with each USB flash drive containing one PDF file of the full response. All contents of a Respondent's submittal shall remain the property of the City.

**Response Preparation Costs:**

The costs of response preparation for both steps in the process are not reimbursable. Response preparation costs are the applicant's total responsibility.

**Authorized Signature:**

The initial response must contain the signature of a duly authorized officer or agent of the proposer's company empowered with the right to bind the respondent to the RFP. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

**Property of the City:**

All responses and related materials provided to the City related to this RFP will become the property of the City of Key West.

**License Requirements:**

At the time the response is submitted, the Respondent must show satisfactory documentation of state licenses. Please note that the selected Respondent(s) will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

**Contacts:**

All requests for information should be only in writing and emailed to Jim Bouquet, Director of Engineering, at [jbouquet@cityofkeywest-fl.gov](mailto:jbouquet@cityofkeywest-fl.gov) and requests for information must be received at least ten (10) days prior to the date fixed for the opening of responses to the RFP. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the RFP. If City issues an addendum, the Respondent has sole responsibility to receive any such addendum or any interpretations shall not relieve such Respondent from any obligation under his response as submitted. All addenda so issued shall become a part of the Contract document.

**Insurance:**

LEASEE shall 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 at minimum amounts established during contract/lease negotiations.

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.

LEASEE will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. LEASEE will notify City of Key West immediately by telephone at (305) 809-3964 of any accident or injury to anyone that occurs on the Site.

In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

#### **Basis of Award:**

The award will be made by the Owner (City Commission) based on recommendations of a proposal review committee. The committee will evaluate the proposals based ranking criteria including in the best interest of the City.

Upon selection of the most qualified firm(s) and approval by the City Commission, the City will negotiate a contract / lease with the selected proposer. If the selected firm(s) does not execute the contract with the City within ninety (90) days after award, the City reserves the right to award the contract to the next most qualified firm. A respondent may not withdraw their response before the expiration of sixty (60) days from the date of response opening. A respondent may withdraw their response after that date only if they provide written notification prior to the approval of selection by the City Commission. The City of Key West reserves the right to reject any or all of the Responses submitted.

## **CITY STAFF SELECTION CRITERIA MATRIX**

### REQUEST FOR PROPOSALS FOR FORMER KEYS DIESEL PLANT STABILIZATION & REDEVELOPMENT

Project Number: RFP #001-19

Firm \_\_\_\_\_

Date \_\_\_\_\_

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Experience in Funding and Successfully Managing Redevelopment Projects.	25	
Experience with Historic Structure Stabilization & Redevelopment	25	
Project Team	15	
Business Plan & Financial Capacity	25	
Example Projects and References	10	
Proposal Determined to be in Best Interest of the City	50	
<b>Total Points</b>	<b>150</b>	

---

---

# **PART 2**

## **FORMS AND AFFIDAVITS**

---

---



# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

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 \_\_\_\_\_, 2018.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

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

By: \_\_\_\_\_

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2018.

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 OFFICE  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. \_\_\_\_\_ for  
\_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)  
  
whose business address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its Federal  
Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
3. My name is \_\_\_\_\_ and my relationship to  
(Please print name of individual signing)  
  
the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_

STATE OF \_\_\_\_\_ (Date)

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_  
(Name of individual signing)

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

space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My commission expires:  
NOTARY PUBLIC

\_\_\_\_\_

## **INDEMNIFICATION**

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

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

CONTRACTOR: \_\_\_\_\_

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 Ordinance Sec. 2-799.

By: \_\_\_\_\_

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

**City Ordinance Sec. 2-799**  
**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

(a) Definitions. For purposes of this section only, the following definitions shall apply:

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

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
  - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
  - (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
  - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
  - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
  - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for evading the requirements of this section.
  - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
  - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
  - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.
- The provisions of this section shall not apply where:
- (1) The contractor does not provide benefits to employees' spouses.
  - (2) The contractor is a religious organization, association, society or any non-profit charitable or



- educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
  - (4) The sale or lease of city property.
  - (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
  - (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
    - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
  - (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
    - a. The covered contract is necessary to respond to an emergency.
    - b. Where only one bid response is received.
    - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
  - (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
  - (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

**CONE OF SILENCE AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Sworn and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

**City Ordinance Sec. 2-773. - Cone of silence.**

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
  - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
  - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
  - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
  - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
  - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
  - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
  - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
  - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
    - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
    - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
  - (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publically noticed evaluation and/or selection committees;
  - (5) Contract discussions during any duly noticed public meeting;
  - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
  - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

- (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
  - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
  - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
  - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
  - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
  - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
  - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)

---

---

**PART 3**

**DRAFT AGREEMENT / LEASE**

---

---

**TYPICAL CITY “FOR PROFIT” AND “NON-PROFIT” LEASE TEMPLATES**

**FINAL AGREEMENT / LEASE TO BE NEGOTIATED BETWEEN CITY  
AND SELECTED PROPOSER BASED ON ANTICIPATED  
REDEVELOPMENT GOALS / PROGRAM**

---

---

## **Lease Agreement**

between

**CITY OF KEY WEST**

as Landlord

and

as Tenant

Dated \_\_\_\_\_

THIS LEASE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the LANDLORD and TENANT identified below:

**1. INFORMATION PROVISIONS:** Information provisions in this section are intended to provide a summary of the corresponding sections of this lease and are in no way inclusive of the complete terms and conditions of this lease.

1.1 LANDLORD'S NAME & MAILING ADDRESS:

CITY OF KEY WEST  
P.O. BOX 1409  
KEY WEST, FL 33040

1.2 TENANT'S NAME & MAILING ADDRESS:

TENANT'S TRADE NAME:

1.3 GUARANTOR (S) AND ADDRESS:

1.4 DEMISED PREMISES (Section 2): **as per EXHIBIT "A"** located at the building located at (hereinafter referred to as the "Property").

NET USABLE SQUARE FEET COMPRISED OF:

EXPANSION/RIGHT OF FIRST REFUSAL: N/A

1.5 TERM (Section 3.): TEN (10) YEARS

1.5.1 COMMENCEMENT DATE: \_\_\_\_\_ as acknowledged by TENANT'S written statement

1.5.2 RIGHT TO TERMINATE: Upon default as provided herein

1.5.3 RIGHT TO RENEW: Per Key West Code of Ordinances Sec.2-941 Leases or as amended

1.6 MINIMUM RENT FOR TERM (Section 4): The base rent and base rent increases for the term and any renewals thereof as **per EXHIBIT "B"** attached hereto and incorporated herein.

1.6.1 ADDITIONAL RENT: Tenant shall pay Sales, Use or Excise Taxes and any and all other sums of money or charges required to be paid by TENANT pursuant to the provisions of this lease.

1.6.2 RENT PAYMENT DUE DATE: Payable in advance on the first (1<sup>st</sup>) of each and every month of the term hereof.

1.6.3 LATE CHARGE: 15% of the amount in arrears if received after the fifth day of each and every month together with an administrative fee of \$50.00 for processing late payments.



- 1.6.4 PERCENTAGE RENT: Six (6%) of Tenant's Gross Sales in excess of the "Percentage Rent Base Amount" as per EXHIBIT "B".
- 1.6.5 HOLD OVER RENT: As provided by Section 83.53 Florida Statutes, as may be amended, based upon the Minimum Base rent during the last year of the lease term.
- 1.6.6 RENT CONCESSIONS: None
- 1.7 SECURITY DEPOSIT (Section 5): Equal to two months base rent
- 1.8 PERMITTED USE (Section 6):
- 1.9 INSURANCE: (Section 9) \$2,000,000 aggregate and \$1,000,000 per occurrence commercial liability minimum coverage
- 1.10 ASSIGNMENT OR SUBLETTING: (Section 10) Allowed with Landlord's approval
- 1.11 UTILITIES: (Section 17) TENANT shall pay for all utilities

INITIALS: LANDLORD \_\_\_\_\_ TENANT \_\_\_\_\_

WITNESSETH:

That the LANDLORD and the TENANT, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, as well as for one dollar (\$1.00) and other good and valuable consideration by each of the parties unto the other, in hand paid simultaneously with the execution and delivery of these presents, the receipt of which is hereby acknowledged, have agreed as follows:

**2. DEMISED PREMISES** - Upon the terms and conditions hereinafter set forth, and in consideration of the payment from time to time by the TENANT of the rents hereinafter set forth, and in consideration of the performance continuously by the TENANT of each and every one of the covenants and agreements hereinafter contained by the TENANT to be kept and performed, the LANDLORD does hereby lease, let, and demise unto the TENANT, and the TENANT does hereby lease of and from the LANDLORD, the following Demised Premises situated, lying, and being in Monroe County, Florida: That portion of the Property outlined and/or crosshatched on Exhibit "A" which depicts the Net Usable Square Feet of the Demised Premises. The Net Usable Square Feet is defined as all interior floor space, any second floor space, storage, covered dining areas and commercially used outdoor areas or any other area set aside for the exclusive use and economic benefit of the Tenant and containing the approximate dimensions and area measured in accordance with the published BOMA/ANSI standard for calculating net usable floor area for stores: It is agreed that the Net Usable Square Feet for the purpose of any calculations which are based on Net Usable Square Feet is as stated in Section 1.4. LANDLORD reserves the right to re-measure the Demised Premises from time to time and to adjust the TENANT'S Net Usable Square Feet and the rent or rental rate applied to the square footage as determined by any re-measurement or change in use. TENANT accepts the Demised Premises in an "as is", "where is" condition and acknowledges that LANDLORD has no obligations for any construction or improvements in connection with TENANT'S occupancy of the Demised Premises.

LANDLORD reserves the right from time to time with good cause, upon at least sixty (60) days advance written notice to relocate TENANT to other Demised Premises within the Property, prior to or during the term of this Lease, so long as usable area so substituted equals or exceeds the usable area of the Demised Premises; provided however that TENANT shall have the right at its

sole option and as its sole remedy, to terminate the Lease upon sixty (60) days advance written notice which right must be exercised, if at all, within fifteen (15) days after receipt of LANDLORD'S relocation notice, which relocation notice may be withdrawn by LANDLORD within ten (10) days after LANDLORD'S receipt of TENANT'S termination notice, in which event TENANT'S attempted termination shall be null and void and the lease shall continue in full force and effect in accordance with its terms. In the event LANDLORD shall relocate TENANT to other space within the Property, LANDLORD shall pay the reasonable relocation costs of TENANT in connection therewith, but LANDLORD shall not have any other liability with respect to any such relocation.

Expansion/Right of First Refusal – N/A

**3. TERM** - The term of this Lease shall be for ten (10) years which shall commence on \_\_\_\_\_ and shall end at midnight \_\_\_\_\_ unless sooner terminated as provided for herein. Upon occupancy TENANT shall furnish LANDLORD a written statement stating the TENANT has accepted the Demised Premises for occupancy and setting forth the actual commencement and expiration dates of the Lease. TENANT'S written statement shall become attached to and incorporated into this lease Exhibit "D". In the absence of TENANT'S written statement the lease term shall remain as stated above A Lease Year is the twelve-month period beginning on the commencement date of each year and ending at the conclusion of the same date one year later. If possession of the Demised Premises shall for any reason not be delivered to Tenant on the Commencement Date, this Lease shall nevertheless continue in full force and effect, and no liability whatsoever shall arise against LANDLORD out of any delay other than the abatement of rent.

Right to Terminate – Upon default as provided herein

Right to Renew – This Lease may be renewed upon rent and terms to be negotiated by the parties in accordance with the City of Key West Code of Ordinances. The rent and terms of the renewal term must be acceptable to both the LANDLORD and the TENANT in their absolute discretion and must be set forth in written addendum to this Lease. If the parties fail for any reason whatsoever to agree upon and enter into such addendum at least 120 days prior to the end of the initial term of this Lease, then any obligations that the parties may have pursuant to this section to negotiate renewal terms shall cease and LANDLORD shall be free to lease the Demised Premises to the general public upon such rent and terms as it deems appropriate.

**4. RENT** - The base rent and base rent increases for the term and any renewals thereof as per **EXHIBIT "B"** attached hereto and incorporated herein. Every year thereafter throughout the term of the lease the minimum base rent shall be adjusted annually on the anniversary date of the lease by the increase in Consumer Price Index for all Urban Consumers as published by the United States Department of Labor. In no event shall the minimum base rent be decreased. All rentals provided for herein shall be payable in advance, without prior demand therefore and without deductions or setoffs for any reason whatsoever on the first day of each and every month of the term hereof.

**4.1 Late Charges.** Any monthly rental not received by the fifth day of the month shall incur a late fee equal to fifteen percent 15% of the amount in arrears. In addition, all payments received after the due date shall incur a **\$50.00** administrative fee to cover the costs of collecting and processing late payments. LANDLORD shall have no obligation to accept less than the full amount of all installments of rental, additional rental or other amounts due hereunder and interest thereon which are due and owing by TENANT to LANDLORD. If LANDLORD accepts less than the full amount owing, LANDLORD

may apply the sums received toward such TENANT'S obligations, as LANDLORD shall determine in its sole discretion, without waiving LANDLORD'S remedies for default.

4.2 **Interest on Rent.** Rent and additional rent not paid within fifteen (15) days of when due shall bear interest from the date due until paid at the highest rate permitted by law.

4.3 **Obligation to Survive.** TENANT'S obligation to pay rent that is accrued and unpaid hereunder shall survive the expiration or termination of the Lease.

4.4 The rent reserved under this Lease for the term hereof shall be and consist of:

(a) Beginning with the commencement date and throughout the term of this Lease, TENANT agrees to pay to the LANDLORD as and for minimum rent for the Demised Premises the annual amount, in equal monthly installments, in advance, on the first day of each and every calendar month, as per **EXHIBIT "B"**. In the event the rent commencement date is other than the first day of a calendar month, the rent for the partial first calendar month of the term will be prorated on a daily basis and payable on the commencement date.

(b) Simultaneously with each such payment, TENANT agrees to pay to LANDLORD any sales, use or excise tax imposed or levied against rent or any other charge or payment required hereunder to be made by TENANT which tax has been imposed or levied by any governmental agency having jurisdiction thereof, this shall include any new taxes imposed during the term of this Lease which are in addition to or in substitution for any such tax which is presently imposed.

Commencing with the 1st day of the Term, TENANT agrees to pay, as Additional Rent, the Real Estate Tax Expense which shall include all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Property against the land, buildings, store rooms, Common Areas and all other improvements together with any and all expenses incurred by LANDLORD in negotiations, appealing or contesting such taxes and assessments. Real Estate Tax Expense shall not include any additional charges or penalties incurred by LANDLORD due to late payment of Real Estate Taxes. In the event that any of the public area excluded later becomes taxable or is determined to be taxable then it shall be included for purposes of determining TENANT's proportionate share.

Commencing with the 1st day of the Term, TENANT agrees to pay, as Additional Rent, the Insurance Expenses which shall include all insurance premiums incurred by the LANDLORD in insuring the Property including hazard and liability insurance for any buildings or improvements.

Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by TENANT to LANDLORD, whether by way of substitution for, or in addition to, any existing tax on land and buildings or otherwise, or any other substitute tax, the proceeds of which are to be used to fund the same governmental functions as were funded by ad valorem taxes, TENANT shall be responsible for and reimburse LANDLORD for the amount thereof, as the case may be, as additional rent, 7 days before the date that any penalty or interest would be added thereto for non-payment or, at the option of LANDLORD, the same shall be payable in the manner provided for in the preceding paragraph. Substitute taxes as referred to above in this Section shall include, without limitation, any surtax on parking spaces.

Initial here if applicable

TENANT\_\_\_\_\_

LANDLORD\_\_\_\_\_

(c) Common area charges are intentionally deleted

(d) In addition to the foregoing rent, TENANT agrees to pay LANDLORD as Percentage Rent a sum equal to 6% multiplied by an annual Gross Sales per Lease Year in excess of the Percentage Rent Base Amount. The Percentage Rent Base Amount is calculated by dividing the current annual Base Rent by six percent (6%). Within twenty (20) days following the end of each month of each Lease Year, TENANT shall forward to LANDLORD a statement of Gross Sales together with an accurate and complete copy of the State of Florida Department of Revenue, Sales and Use Return Form DR-15 (or such forms as the State of Florida shall hereafter substitute for said form) showing the full amount of Tenant's Gross Receipts from the Demised Premises during the previous month. The statement of Gross Sales must be in affidavit form. TENANT is subject to a fifty-dollar (\$50.00) late submission penalty should TENANT not furnish to LANDLORD copies of Form DR-15 by the twentieth (20th) day of each month. Failure of Tenant to timely submit any monthly report shall entitle LANDLORD to estimate Gross Sales based upon available data (with a reconciliation upon receipt of the final report), and TENANT shall be obligated to pay percentage rent on such estimated Gross Sales. If by the end of any such preceding month the Gross Sales in the Demised Premises during such Lease Year shall exceed the Percentage Base Rent Amount, TENANT shall pay to LANDLORD, at the time of delivery of said Statement, an amount equal to the Percentage Rent times the Gross Sales exceeding the Percentage Rent Base Amount, less the Percentage Rent, if any, previously paid by TENANT to LANDLORD during that Lease Year. TENANT shall also furnish to LANDLORD within thirty (30) days after the expiration of each full Lease Year, a complete statement showing in all reasonable detail the amount of Gross Sales made by TENANT from the Demised Premises during the preceding Lease Year.

"Gross Sales" shall mean the amount of sales of all merchandise or services sold or rendered at or derived from the use of the Demised Premises by TENANT or any sub-TENANT, licensee, etc. TENANT may deduct from Gross Sales: (i) any refunds to customers, provided they have been included in Gross Sales; and (ii) the amount of any sales tax levied upon retail sales and payable over to the appropriate governmental authority. TENANT agrees to keep, at its principal office, records in accordance with generally accepted accounting practices, in which said Gross Sales shall be recorded. Such records shall be open for inspection by LANDLORD or its agents, including accountants retained for that purpose, during reasonable business hours for the Term and for at least 3 years thereafter.

Pursuant to City Ordinance Section 2-872, In addition to other periodic reviews, all city leases, franchises, concessions and other agreements wherein percentage revenues are collected shall be audited at least once every three years by an external certified public accountant utilizing generally accepted accounting principles (GAAP) and in such a manner as directed by the city manager. All city leases, franchises, concessions and agreements entered into after the effective date of this ordinance shall provide for such audits without cost or expenses to the city.

If any audit shows that the amount of Gross Sales on the statement was understated by more than 1% for any year, then shall pay the Percentage Rent due for such understatement within ten (10) days after TENANT'S receipt of LANDLORD'S invoice. If such understatement is willful and/or fraudulent, LANDLORD shall have the option, upon ten (10) days notice to TENANT, to terminate this Lease on the date specified in such notice and Tenant shall remain liable for all rent and other charges under this lease for the full term hereof.

(e) **Additional Rent.** Any and all other sums of money or charges required to be paid by Tenant pursuant to the provisions of this Lease, whether or not the same be so designated, shall be

considered as "Additional Rent", and shall be payable and recoverable in the same manner as Rent. However, such Additional Rent shall be due upon demand and failure to pay such additional rent within seven (7) days shall be deemed a material breach of this lease. If Landlord shall make any expenditure for which Tenant is liable under this Lease and for which Tenant has not paid, the amount thereof shall be deemed Additional Rent due and payable by as indicated above. In addition to the foregoing rent, all other payments to be made by TENANT shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such and it shall be due and payable upon demand together with interest thereon at the highest rate permissible by law from their due date until the date it is paid. The LANDLORD shall have the same remedies for TENANT's failure to pay said additional rental the same as for non-payment of rent. LANDLORD, at its election, shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of TENANT to perform any of the provisions of this Lease, and in the event LANDLORD shall, at its election, pay such sums or do such acts requiring the expenditure of monies, TENANT agrees to pay LANDLORD, upon demand, all such sums, and the sums so paid by LANDLORD and any expenses incurred by LANDLORD in the payment of such sums together with interest thereon at the highest rate permitted by law from their due date through the date they are paid by TENANT shall be deemed additional rent and shall be payable and collectible as such. Rent shall be made payable to the LANDLORD as stated in Section 1.1 hereof.

(f) Holding Over. It is agreed that in the event of TENANT holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary; the TENANT shall pay to LANDLORD a monthly occupancy charge as provided by Section 83.53 Florida Statutes, as may be amended, based upon the Minimum Base Rent during the last year of the lease term for each month from the termination or expiration of this Lease until the Demised Premises are delivered to the LANDLORD in the condition required herein, and LANDLORD'S right to damages for such illegal occupancy shall survive. In addition, TENANT shall pay all other charges payable by TENANT under this Lease

(g) Rent Concessions. None

**5. SECURITY** - TENANT simultaneously with the execution and delivery of this Lease, has deposited with the LANDLORD the sum equal \_\_\_\_\_ base rent as per **EXHIBIT "B"** and as stated in Section 1.7 hereof, which sum shall be retained by LANDLORD as security for the payment by TENANT of the rents herein agreed to be paid by TENANT and for the faithful performance by TENANT of the terms, conditions and covenants of this Lease. It is agreed that LANDLORD, at LANDLORD's option, may at any time apply said sum or any part thereof toward the payment of the rents and any other sum payable by TENANT under this Lease, and/or toward the performance of each and every covenant under this Lease, but such covenants and TENANT's liability under this Lease shall thereby be discharged only pro tanto; that TENANT shall remain liable for any amounts that such sum shall be insufficient to pay; that LANDLORD may exhaust any or all rights and remedies against TENANT before resorting to said sum, but nothing herein contained shall require or be deemed to require LANDLORD to do so; that, in the event this deposit shall not be utilized for any of such purposes, then such deposit shall be returned by LANDLORD to TENANT within sixty (60) days after the expiration of the term of this Lease. TENANT shall deposit with LANDLORD such additional sums which may be necessary to replace any amounts expended there from by LANDLORD pursuant hereof, so that there shall always be a security deposit in the sum first set forth above. The Security deposit provided for herein shall be held by the LANDLORD in a non-interest bearing account and may be co-mingled by the LANDLORD at the LANDLORD's sole discretion.

**6. USE OF THE DEMISED PREMISES** -TENANT shall use the Demised Premises for the purposes of:

TENANT further agrees:

(a) To operate 100% of the Demised Premises for a minimum of eight (8) hours per day, seven days per week for the entire term of this lease pursuant to the highest reasonable standards of its Business category, maintaining a substantial stock of appropriate merchandise on display, with sufficient personnel to service its trade.

(b) With respect to the Property, not to display any merchandise, solicit business or distribute advertising material beyond the Demised Premises, nor in any manner use any part of the Common Areas for purposes other than for their intended common use and not to obstruct any part thereof.

(c) Not to display any banners, pennants, searchlights, window signs, balloons, or similar temporary advertising media on the exterior of the Demised Premises.

(d) Not to commit waste in the Demised Premises or Common Areas and to keep the Demised Premises and immediate adjacent areas including, without limitation, adjacent sidewalks, in a safe, neat, clean and orderly condition and to maintain and repair any lighting or signs under any canopy immediately in front of the Demised Premises.

(e) Not to use the Demised Premises or permit the same to be used in any manner which violates any law, ordinance or constitutes a nuisance; for lodging purposes; that may injure the reputation of the Property or annoy, inconvenience or damage its patrons or other TENANT'S; or that would constitute an extra-hazardous use or violate any insurance policy of TENANT, LANDLORD or any other TENANT in the Property or increase the cost thereof.

(f) To keep all garbage, refuse and solid waste inside the Demised Premises in the kind of containers specified by LANDLORD, or to place the same outside the Demised Premises, prepared for collection, in the manner and at the times and places designated by LANDLORD or the appropriate disposal company. TENANT agrees not to burn or permit any burning of garbage or refuse on the Demised Premises or any part of the Property. TENANT further agrees that, upon LANDLORD's instruction, TENANT shall separate garbage for recycling and deposit the separate garbage in the receptacle designated by LANDLORD. TENANT further agrees to make every effort to recycle all glass, metal, paper and plastic refuse and solid waste.

(g) TENANT shall contract directly with the pertinent governmental authority or disposal company and shall be responsible for all fees and costs of removal and disposal of solid waste, garbage, and refuse including but not limited to, impact fees and dumpster rental with the exception of seaweed and beach debris. TENANT shall indemnify, save harmless and defend LANDLORD from and against any loss, claim, injury, damage or expense arising out of or related to the generation, storage, or removal or disposal of TENANT's garbage, refuse or solid waste.

(h) To use its best efforts to cause all trucks serving the Demised Premises to load and unload from the hours of 7:00 a.m. to 11:00 a.m. and not to permit such trucks to service through the front entrance of the Demised Premises except when no other entrance is available.

(i) To take no action that would: (i) violate LANDLORD's contracts if any, affecting the Property or (ii) cause any work stoppage, picketing or cause any manner or interference with LANDLORD or, occupants, customers or any person lawfully in and upon the Property.

(j) Not to use amplified music or any other noise making machinery or devices that are in violation of the City of Key West Noise ordinance.

(k) To abide by and observe all reasonable rules and regulations established from time to time by LANDLORD and LANDLORD's insurance carrier with respect to the operation of the Property and it's Common Areas. Rules and regulation are attached and incorporated herein as **EXHIBIT "C"**.

(l) Not to conduct any auction, fire, bankruptcy or selling-out sale on or about the Demised Premises except in strict compliance with City Code Chapter 18.

(m) TENANT shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials which TENANT or it agents brought onto the Property. TENANT shall not allow storage or use of such materials or substances in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Demised Premised or the Property any such materials or substances except to use in the ordinary course of TENANT'S business, and then only after written notice is given to LANDLORD of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local law and the regulations adopted under these acts. In addition, TENANT shall execute affidavits, representations and the like from time to time at LANDLORD'S request concerning TENANT'S best knowledge and belief regarding the presence of hazardous substances or materials in the Demised Premises. In all events, TENANT shall indemnify LANDLORD in the manner elsewhere provided for in this Lease against any liability resulting from any release of hazardous substances or materials in the Demised Premises or Property by TENANT or it agents, while TENANT is in possession or caused by TENANT or persons acting under TENANT which is due to hazardous substances that TENANT or its agents brought onto the Demised Premises or Property.

**7. COVENANT OF QUIET POSSESSION** - So long as TENANT pays all of the rent and charges due herein, TENANT shall peaceably and quietly have, hold, and enjoy the Demised Premises throughout the term of this Lease without interference or hindrance by LANDLORD or any person claiming by, through, or under LANDLORD.

**8. INDEMNIFICATION** - To the fullest extent permitted by law, the TENANT expressly agrees to indemnify and hold harmless the City of Key West, their respective 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 TENANT 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 TENANT or its subcontractors, material men or agents of any tier or their respective employees.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the

TENANT under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the TENANT or of any third party to whom TENANT may subcontract a work. This indemnification shall continue beyond the date of termination of the Agreement.

**9. TENANT'S INSURANCE** - At TENANT'S sole cost and expense, TENANT is to secure, pay for, and file with the LANDLORD, during the entire Term hereof, an occurrence form commercial general liability policy, covering the Demised Premises and the operations of TENANT and any person conducting business in, on or about the Demised Premises in a at least the following minimum amounts with specification amounts to prevail if greater than minimum amount indicated. Notwithstanding any other provision of this Lease, TENANT shall provide the minimum limits of liability coverage as follows:

Commercial General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$300,000	Fire Damage/Legal

TENANT shall also procure the following insurance coverage:

- (i) "All risk" property insurance, with minimum limits equal to the full replacement value of the structure being leased including property damage, hazard and theft coverage, and a replacement cost endorsement insuring TENANT'S improvements and betterments, fixtures, furnishings, equipment and any other property belonging to TENANT.
- (ii)
- (iii) Workers compensation and Employers Liability coverage as required by the provisions of Florida statute.
- (iv) Full liquor liability coverage with minimum limits of \$1,000,000.00

Any consignment agreement used by TENANT must provide that consignor acknowledge that the LANDLORD does not have any liability whatsoever for any damage which may be done to items left in the Demised Premises on consignment. The TENANT must provide the LANDLORD with a copy of any consignment agreement used by TENANT regarding Demised Premises. LANDLORD shall not be responsible for damage to any property belonging to TENANT or consignor. TENANT completely indemnifies the LANDLORD with regard to any claims made by any consignor for any reason. From time to time during this Lease, at LANDLORD'S request, TENANT shall (i) procure, pay for and keep in full force and effect such other insurance as LANDLORD shall require and (ii) increase the limits of such insurance as LANDLORD may reasonably require.

Any general liability or other policy insuring the LANDLORD does not provide any contributing or excess coverage for TENANT. The policies TENANT procures for TENANT'S exposure are the only coverage available to TENANT.

TENANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage, to LANDLORD named as "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, INCLUDING A "Waiver of Subrogation" clause in favor of LANDLORD on all policies. TENANT will maintain the General Liability coverage summarized



above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond the termination of this Lease.

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

All policies of insurance required to be carried by TENANT pursuant to this Lease shall be written by responsible insurance companies authorized to do business in Florida with an AM Best rating of A-VI or better. Any such insurance required to be carried by TENANT hereunder may be furnished by TENANT under any blanket policy carried by it or under a separate policy therefore. Certificates shall be delivered to LANDLORD prior to the commencement of the Term of this Lease and, upon renewals, but not less than sixty (60) days prior to the expiration of such coverage. In the event TENANT shall fail to procure such insurance, LANDLORD may, at its option, procure the same for the account of TENANT, and the cost thereof shall be paid to LANDLORD as an additional charge upon receipt by TENANT of bills therefore, together with an administrative fee equal to fifteen (15%) percent to cover the cost of the LANDLORD'S efforts to procure such policy.

Certificates of Insurance submitted to LANDLORD 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.**

**10. ASSIGNMENT AND HYPOTHECATION** - This Lease is not transferable or assignable and may not be hypothecated nor sublet without the prior written consent of the LANDLORD which may be withheld and shall be at the sole discretion of the LANDLORD.

Any assignment or sub-letting, even with LANDLORD's consent shall not relieve TENANT from liability for payment of Rent or from the obligation to keep and be bound by the agreements of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of LANDLORD. In the event TENANT wishes to assign this Lease and LANDLORD consents to such assignment, LANDLORD may charge a reasonable fee, not to exceed **\$500.00** to help offset any costs LANDLORD may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. Any assignment, transfer, hypothecation, mortgage, or subletting without LANDLORD'S written consent shall give LANDLORD the right to terminate this Lease and to re-enter and repossess the Demised Premises and the LANDLORD'S right to damages shall survive.

If the TENANT is a corporation, then a sale or transfer of a controlling interest in the corporation by sale of stock or otherwise shall constitute an assignment for purposes of this provision.

**11. SUBORDINATION** - This Lease, and all rights of TENANT hereunder, are and shall be subject and subordinate to all mortgages, bond indentures and any other financing instrument (hereinafter referred to as security agreements) which may now or hereafter affect the Demised Premises and to each and every advance made or hereafter to be made under such security agreements and to all renewals, modifications, replacements and extensions of such security agreements and spreaders and consolidations of such security agreements. This paragraph shall be self operative and no further instrument of subordination shall be required to make it effective, however, TENANT shall promptly execute and deliver any instrument reasonably requested to

evidence such subordination.

If the holder of any such security instrument shall succeed to the rights of LANDLORD under this Lease, then at the request of such party so succeeding to the LANDLORD'S rights and upon such successor LANDLORD'S written agreement to accept TENANT'S attornment, TENANT shall attorn to such successor LANDLORD and will execute such instruments as may be necessary or appropriate to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as if it were a direct Lease between the successor LANDLORD and TENANT upon all the terms, conditions, and covenants as are set forth in this Lease and shall be applicable after such attornment.

TENANT shall deliver to LANDLORD or the holder of any such security instrument or auditors, or prospective purchaser or the owner of the fee, when requested by LANDLORD, a certificate to the effect that this Lease is in full force and that LANDLORD is not in default therein, or stating specifically any exceptions thereto. Failure to give such a certificate within ten business days after written request shall be conclusive evidence that the Lease is in full force and effect and LANDLORD is not in default and in such event, TENANT shall be stopped from asserting any defaults known to TENANT at that time.

## **12. CONDEMNATION**

(a) It is further understood and agreed that if at any time during the continuance of this Lease the legal title to the Demised real estate or the improvements or buildings located thereon or any portion thereof be taken or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the fixed rent and other adjustments made as shall be just and equitable under the circumstances. If the LANDLORD and the TENANT are unable to agree upon what division of the condemnation award, abatement of fixed rent, or other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy for its decision and determination of the matters in dispute. If the legal title to the entire Demised Premises be wholly taken by condemnation, or if the portion taken will prevent the Demised Premises from being used for the purpose the TENANT intends, this Lease shall be canceled.

(b) In general, it is the intent and agreement of the parties that upon condemnation, the parties hereto shall share in the condemnation award to the extent that they would be entitled to receive compensation and damages under the Florida law for the depreciation, damage, or destruction of their interests by the exercise of the right of eminent domain. In no event shall TENANT be permitted to receive a share based on the value of the land or buildings, and/or improvements.

## **13. TENANT'S DEFAULT**

(a) If the TENANT shall fail to pay any of the taxes or assessments herein provided for; or in case of the sale of or forfeiture of the Demised Premises or any part thereof during the demised term for non-payment of any tax or assessment; or in case the TENANT shall fail to keep insured the building or improvements which are now or which may at any time hereafter be upon the Demised Premises, as herein provided for; or shall fail to spend insurance money, as herein provided for; or if the TENANT shall fail to perform any of the covenants of this Lease by it to be kept and performed; then, in any of such events, except in the event of non payment of rent, upon ten (10) business days written notice, within which the TENANT may cure, and upon its failure to cure, it shall and may be lawful for the LANDLORD, at its election, to declare the demised

term ended and to re-enter upon said Demised Premises, building, and improvements situated thereon, or any part hereof, either with or without process of law, the TENANT hereby waiving any demand for possession of the Demised Premises and any and all buildings and improvements then situated thereon. In the event of nonpayment of rent, LANDLORD may assert its right of notice and eviction pursuant to Chapter 83, Florida Statutes.

(b) Or, the LANDLORD may have such other remedies as the law and this instrument afford, and the TENANT covenants and agrees that upon the termination of said demised term, at such election of the said LANDLORD, or in any other way, TENANT will surrender and deliver up the Demised Premises and property (real and personal) peaceably to the LANDLORD, its agent, or attorneys, immediately upon the termination of the said demised term. If the TENANT, its agents, attorneys, or shall hold the Demised Premises or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of the Demised Premises under the statute and shall be subject to eviction or removal, forcibly or otherwise, with or without process of law.

(c) BANKRUPTCY OF TENANT. IN THE EVENT TENANT FILES ANY FORM OF BANKRUPTCY, LANDLORD SHALL BE ENTITLED TO IMMEDIATE TERMINATION OF THE AUTOMATIC STAY PROVISIONS OF 11 U.S.C. §362, GRANTING THE LANDLORD COMPLETE RELIEF AND ALLOWING THE LANDLORD TO EXERCISE ALL OF HIS LEGAL AND EQUITABLE RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO TERMINATE THIS LEASE AND DISPOSSESS TENANT FROM THE DEMISED PREMISES IN ACCORDANCE WITH FLORIDA LAW. ADDITIONALLY, TENANT AGREES NOT TO DIRECTLY OR INDIRECTLY OPPOSE OR OTHERWISE DEFEND AGAINST THE LANDLORD'S EFFORT TO GAIN RELIEF FROM ANY AUTOMATIC STAY. THE LANDLORD SHALL BE ENTITLED AS AFORESAID TO THE LIFTING OF THE AUTOMATIC STAY WITHOUT THE NECESSITY OF AN EVIDENTIARY HEARING AND WITHOUT THE NECESSITY OR REQUIREMENT OF THE LANDLORD TO ESTABLISH OR PROVE THE VALUE OF THE LEASEHOLD, THE LACK OF ADEQUATE PROTECTION OF HIS INTEREST IN THE LEASEHOLD, OR THE LACK OF EQUITY IN THE SAME. TENANT SPECIFICALLY AGREES AND ACKNOWLEDGES THAT THE LIFTING OF THE AUTOMATIC STAY HEREUNDER BY THE APPROPRIATE BANKRUPTCY COURT SHALL BE DEEMED TO BE "FOR CAUSE" PURSUANT TO SECTION 362(D) (1).

(d) Where the alleged default consists of some alleged violation of any term of this Lease, other than the payments of money, including rent, the LANDLORD may not declare this Lease in default until such violation shall have continued for ten (10) days after the LANDLORD shall have given the TENANT written notice of such violation, and TENANT shall not have undertaken, during said ten (10) day notice period, to cure said violation by vigorous and affirmative action, provided, however, that nothing herein contained shall be construed as precluding the LANDLORD from having such remedy as may be and become necessary in order to preserve the LANDLORD's right and interest of the LANDLORD in the Demised Premises and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph, if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the LANDLORD in this Lease and in the Demised Premises. With respect to the payment of the insurance premiums, the same must be paid at least fifteen (15) days prior to the time when the policies would lapse for the failure to pay premiums thereon, and evidence of such payment given to the LANDLORD without any written notice being required to be served upon the TENANT in connection therewith.

(e) All default and grace periods shall be deemed to run concurrently and not consecutively.

(f) It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges, and remedies of the LANDLORD contained in this Lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law.

(g) It is further covenanted and agreed by and between the parties hereto that the right given to the LANDLORD in this Lease to collect the rent that may be due under the terms of this Lease by any proceeding under same, or the right to collect any additional rent, money, or payments due under the terms of this Lease by any proceedings under same, or the right given the LANDLORD to enforce any of the terms and provisions of this Lease shall not in any way affect the right of such LANDLORD to declare this Lease void and the terms ended hereby, as herein provided, when default is made in the payment of said rent or when default is made by the TENANT in any of the terms and provisions of this Lease.

(h) If at any time, by reason of the failure of the TENANT to keep and perform any covenant or agreement which, under the terms of this Lease, the TENANT is bound and obligated to keep and perform, it becomes necessary for LANDLORD to employ an attorney to protect the rights and interests of the LANDLORD in the property demised or to enforce the Lease or proceed under it in any particular, then in any of such events, the TENANT will owe and will pay unto LANDLORD all costs of Court and reasonable attorneys fees incurred or expended by the LANDLORD in taking such actions, including actions taken in all trial and appellate courts.

**14. TENANT'S REPAIRS** - The TENANT covenants and agrees with the LANDLORD that during the continuance of this Lease, the TENANT shall be solely responsible for maintaining the Demised Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Florida and in accordance with all directions, rules and regulations of all inspectors, governmental departments and agencies having jurisdiction over the Demised Premises to ensure a good state of repair of the Demised Premises and all furnishings, including any special equipment brought, placed, or installed upon the Demised Premises by TENANT; nor will the TENANT suffer or permit any strip, waste, or neglect of any building or such personal property to be committed; and the TENANT will repair, replace, and renovate the said real and personal property as often as it may be necessary in order to keep the building or buildings and the personal property which is subject to the LANDLORD's lien, in good repair and condition. In the event that improvements or repairs are contemplated prior to or at the beginning of or during TENANT's occupancy, then this provision shall apply to the condition of the property as of the last repair, improvement or renovation.

In the event that LANDLORD shall deem it necessary or be required by any governmental authority to repair, alter, remove, reconstruct or improve any part of the Demised Premises or of the property (unless the same result from TENANT'S act, neglect, default or mode of operation, in which event LANDLORD shall make all such repairs, alterations or improvements at TENANT'S sole cost and expense), then the same shall be made by LANDLORD with reasonable dispatch, and should the making of such repairs, alterations and improvements cause any interference with TENANT'S use of the Demised Premises, such interference shall not relieve TENANT from the performance of its obligations hereunder nor shall such interference be deemed an actual or constructive eviction or partial eviction or result in abatement of rental.

## **15. ALTERATIONS**

TENANT shall not make any alterations, additions or improvements to the Demised Premises (whether or not the same may be structural in nature) without LANDLORD'S prior written consent. All alterations, additions, or improvements made to the Demised Premises, except

movable furniture and equipment installed at TENANT'S expense, shall be the property of the LANDLORD and remain upon and be surrendered with the Demised Premises at the expiration of the term of this Lease; provided, however, that LANDLORD may require TENANT to remove any additions made at TENANT'S request to the Demised Premises and to repair any damage caused by such removal, and provide further, that if TENANT has not removed its property and equipment within ten (10) days after the expiration or termination of this Lease, LANDLORD may elect to retain the same as abandoned property.

In the event TENANT shall request LANDLORD'S permission, and LANDLORD shall permit TENANT to perform any alterations, additions, improvements or repairs to the Demised Premises, TENANT shall (i) submit its plans and specifications to LANDLORD for its approval prior to the commencement of any construction, (ii) obtain all necessary permits prior to the commencement of any construction, (iii) only use contractors approved by LANDLORD, (iv) not permit any construction liens to be placed or remain on the Demised Premises. In the event a construction lien shall be filed against the Demised Premises as a result of work undertaken by TENANT, TENANT shall within ten (10) days of receiving notice of such lien, discharge the lien of record either by payment of the indebtedness to the lien claimant or by filing a bond as security therefore. All such work made by or on behalf of TENANT shall be performed in such manner as LANDLORD may designate and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the same. All such work by TENANT or its contractors shall not interfere with, impede or delay any work by LANDLORD or its contractors, tenants or tenant's contractors. All contractors engaged by TENANT shall be bondable, licensed contractors, possessing good labor relations, and capable of performing quality workmanship.

#### **16. EQUIPMENT, FIXTURES AND SIGNS**

(a) All furnishings, fixtures, trade fixtures, equipment, and signs used on the Demised Premises by TENANT but provided by LANDLORD, will, at all times, be, and remain, the property of LANDLORD. Provided that this Lease is in good standing and subject to the LANDLORD'S lien for rent, TENANT will have the right to remove any furniture or fixtures provided by TENANT, or any part thereof, from the Demised Premises during the term of this Lease, at the expiration thereof, or within a reasonable time thereafter, provided, however, that TENANT, in so doing, does not cause any irreparable damage to the Demised Premises, and provided further, that TENANT will pay or reimburse LANDLORD for the reasonable expense of repairing damage caused by such removal.

(b) All TENANT signs shall be approved by the LANDLORD and must meet all applicable codes. The exact location, style, text, and color(s) of the sign shall be agreed upon by the LANDLORD, in writing, prior to TENANT'S installation. LANDLORD'S approval shall not be unreasonably withheld or delayed.

#### **17. ADDITIONAL COVENANTS OF THE TENANT**

(a) The TENANT shall pay for all utilities associated with the use of the Demised Premises including, but not limited to, water, electricity, sewer, gas and waste, (if applicable). In the event that a separate bill for the Demised Premises is not available for one or more of the utility services required by the Demised Premises, then the TENANT shall pay a pro-rated share of that particular utility bill based on a calculation of the ratio of the square footage of the Demised Premises and the total square footage of the area covered by that particular utility expense. In the event that the TENANT shall be billed for a pro-rated share, the LANDLORD shall provide TENANT a utility bill each month and TENANT shall pay the amount due to LANDLORD within ten (10) days of its receipt.

(b) The TENANT covenants and agrees with the LANDLORD that no damage or destruction to any building or improvement by fire, windstorm, or any other casualty shall be deemed to entitle the TENANT to surrender possession of the Demised Premises or to terminate this Lease or to violate any of its provisions or to cause any abatement or rebate in the rent then due or thereafter becoming due under the terms hereof, unless otherwise specifically provided for herein. If the Lease be canceled for the TENANT's default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall, upon the cancellation of the within-Lease, be deemed immediately to become absolute and unconditional property of the LANDLORD. In the event of destruction to the Demised Premises by casualty or hazard, LANDLORD will have the option of canceling the Lease, or repairing the building, and in the event that the LANDLORD elects to repair the building, an appropriate abatement of rent will occur.

(c) The TENANT shall be responsible for maintaining the plumbing and electrical system.

(d) The TENANT shall be responsible for maintaining the roof and exterior of the building

(e) The TENANT covenants and agrees with the LANDLORD that nothing in this Lease contained shall ever be construed as empowering the TENANT to encumber or cause the LANDLORD to encumber the title or interest of the LANDLORD.

(f) (f) The TENANT covenants and agrees with the LANDLORD that, at the termination of this Lease, the TENANT will peaceably and quietly deliver unto the LANDLORD, possession of the Demised Premises and all buildings and improvements, including Art in Public Places installations located thereon, as well as the TENANT'S interest in fixtures and equipment appertaining thereto.

(g) The TENANT agrees not to make any internal changes or exterior changes or alterations without written approval of the LANDLORD. This provision does not apply to TENANT's trade fixtures and/or other non-permanent fixtures on the interior of the Demised Premises.

**18. LANDLORD'S RIGHT OF ENTRY** - The LANDLORD or its agents shall have the right to enter upon the Demised Premises at all reasonable times to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with the TENANT in the conduct of the TENANT's business on said Demised Premises. If the said Demised Premises are damaged by fire, windstorm, or by any other casualty which caused the Demised Premises to be exposed to the elements, then the LANDLORD may enter upon the Demised Premises to make emergency repairs. LANDLORD may enter upon the Demised Premises to make renovations and repairs of a non-emergency nature by giving reasonable notice to the TENANT, and in such a manner as to minimize any inconvenience to both parties.

**19. TENANT'S ACCEPTANCE** - The TENANT accepts the Demised Premises and improvements thereon in an as is condition and all improvements and additions shall be at the sole expense of the TENANT except as may be otherwise provided for in this Lease.

**20. MISCELLANEOUS PROVISIONS** - It is mutually covenanted and agreed by and between the parties as follows:

(a) That no waiver of a breach of any of the covenants in this Lease contained shall be construed to be a waiver of all succeeding breach of the same covenant.

(b) That time is of the essence in every particular and particularly where the obligation to pay

money is involved.

(c) That all arrearages in the payment of rent or in the repayment to the LANDLORD of any sums which the LANDLORD may have paid in order to cure a default of the TENANT (as elsewhere herein provided for), shall bear interest from the date when due and payable at the highest rate permitted by law until paid.

(d) That no modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless in writing and signed by the persons who are then LANDLORD and TENANT.

(e) That all covenants, promises, conditions, and obligations contained herein or implied by law, or covenants running with the land, shall attach to and be binding upon the heirs, executors, administrators, successors, legal representatives, and assigns of each of the parties to this Lease.

(f) That this instrument contains the entire agreement between the parties as of this date, and that the execution hereof has not been induced by either of the parties by representations, promises or understandings not expressed herein, and that there are not collateral agreements, stipulations, promises, or understandings whatsoever between the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

(g) That when either of the parties desire to give notice to the other or others in connection with and according to the terms of this Lease, such notice shall be deemed given when it shall have been deposited in the U.S. Registered or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination. Said notice shall be addressed as follows:

AS TO LANDLORD: PROPERTY MANAGEMENT  
CITY OF KEY WEST  
100 GRINNELL  
KEY WEST, FL 33040

AS TO TENANT:

When the parties on either side (LANDLORD or TENANT) consists of more than one person, notice or default by one of the persons on that side shall constitute notice or default by all of the persons on that side.

(h) This Lease and the provisions thereof shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

(i) The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this lease or TENANT'S use or occupancy of the Demised Premises. The venue for any action brought under this lease shall lie in the State Court of Monroe County, Florida.

(j) If the TENANT or TENANTS are signing in a capacity other than as individuals, then the LANDLORD may require personal guarantees from individuals as the LANDLORD deems necessary.

(k) LANDLORD may delegate its decision-making authority regarding any provision of this Lease to an Advisory Board.

(l) This Lease is the result of negotiations between the parties and shall not be interpreted in favor of or to the detriment of either party due to its draftsmanship.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Lease to be executed on the day and year first above written.

ATTEST

LANDLORD

\_\_\_\_\_  
Cheryl Smith, City Clerk

\_\_\_\_\_  
By: Craig Cates, Chairman  
Caroline Street Corridor and Bahama Village  
Community Redevelopment Agency

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT “A” Demised Premises, Site Plan**

**EXHIBIT “B” Rent Schedule**

### **EXHIBIT “C” Rules and Regulations**

1. TENANT shall not use any area outside of the demised premises as shown on Exhibit A or any portion of any common area or any parking areas for or any other purpose whatsoever including but not limited to the storage of goods, inventory, equipment, materials, whether or not said area is inside a building or outdoors.

**EXHIBIT “D”**

TENANT’S written notice of acceptance of the Demised Premises and setting forth the commencement and expiration dates of the lease.

---

---

## **Lease Agreement**

between

**City of Key West**

as Landlord

and

as Tenant

Dated \_\_\_\_\_

THIS LEASE, made and entered into at Key West, Monroe County, Florida, this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between THE CITY OF KEY WEST, a Municipal Corporation whose address is P.O. Box 1409, Key West, Florida, 33041, (hereinafter "LANDLORD"), and\_\_\_\_\_. a Florida 501 (C)(3) Public Charity whose address is \_\_\_\_\_ Key West, Florida 33040 (hereinafter "TENANT").

WITNESSETH:

That the LANDLORD and the TENANT, for and in consideration of their respective obligations contained herein, agree as follows:

1. **DEMISE.** The LANDLORD does hereby lease to the TENANT, and the TENANT does hereby lease from the LANDLORD, the following described premises, at \_\_\_\_\_ Avenue, Key West, Monroe County, Florida (hereinafter referred to as "Premises") pursuant to the drawing attached hereto and incorporated as **Exhibit A**. LANDLORD reserves the right from time to time with good cause, upon at least sixty (60) days advance written notice to relocate TENANT to other Demised Premises, prior to or during the term of this Lease, so long as usable area so substituted equals or exceeds the usable area of the Demised Premises; provided however that TENANT shall have the right at its sole option and as its sole remedy, to terminate the Lease upon sixty (60) days advance written notice which right must be exercised, if at all, within fifteen (15) days after receipt of LANDLORD'S relocation notice, which relocation notice may be withdrawn by LANDLORD within ten (10) days after LANDLORD'S receipt of TENANT'S termination notice, in which event TENANT'S attempted termination shall be null and void and the lease shall continue in full force and effect in accordance with its terms. In the event LANDLORD shall relocate TENANT to other space, LANDLORD shall pay the reasonable relocation costs of TENANT in connection therewith, but LANDLORD shall not have any other liability with respect to any such relocation.

2. **TERM.** The term of this Lease shall be for five (5) years, which term shall commence on \_\_\_\_\_, 20\_\_, and shall end at midnight on \_\_\_\_\_, 20\_\_. Either party may terminate this lease by giving the other party ninety (90) days advance written notice by certified mail return receipt requested.

3. **RENT.** The TENANT agrees to pay to the LANDLORD an annual rent for the Premises of One Dollar (\$1.00) per year, which rental amount shall be paid on an annual basis each year of the term of this Lease. The TENANT additionally agrees to pay to LANDLORD any sales, use, excise, ad valorem, or other tax imposed or levied against rent or any other charge or payment which tax has been imposed or levied by any governmental agency having jurisdiction thereof, including any new taxes imposed during the term of this Lease which are in addition to or in substitution for any such tax which is presently imposed, and the TENANT agrees to make payment at the time said tax becomes due.

Pursuant to City Ordinance Sec 2-872, Audits and Inspections, Any individual or organization that receives grant funds or subsidies from the city shall permit inspection of its books and records upon demand by the city as a precondition to the receipt of such funding. The city may also conduct program results **audits** to determine whether the desired results or benefits are being achieved and whether objectives of funding established by the city are being met.

4. **USE OF THE PREMISES.** The TENANT shall be entitled to use the Premises for the continuous operation of TENANT'S

---

\_\_\_\_\_ and no other purpose.

In addition, TENANT further agrees:

- A. Not to display any banners, pennants, search lights, signs, balloons, or similar temporary media on the Premises;
- B. Not to commit waste in the Premises and to keep the Premises in a safe, neat, clean and orderly condition and to maintain the Premises in good condition;

C. Not to use the Premises or permit the same to be used for any residential purpose or permit the same to be used in any manner that violates any law, ordinance, rules, or regulation of the LANDLORD, or other governmental agencies, as existing or promulgated during the term hereof, or in a manner that would constitute a hazardous use of the Premises or violate any insurance policy of the TENANT or the LANDLORD;

D. To take no action that would: (i) violate the LANDLORD's contracts or (ii) cause any work stoppage or cause any manner of interference with LANDLORD;

E. To abide by and observe all rules and regulations established from time to time by the LANDLORD and the LANDLORD's insurance carrier;

F. To obtain and maintain all licenses, permits, and other approvals necessary to conduct the TENANT's business during the Lease term.

5. **COVENANT OF QUIET POSSESSION.** So long as the TENANT pays all of the rent and charges due herein, TENANT shall peaceably and quietly have, hold, and enjoy the Premises throughout the term of this Lease without interference or hindrance by the LANDLORD or LANDLORD's agents.

6. **INSURANCE; INDEMNIFICATION.**

A. The TENANT covenants and agrees to keep in force during the lease term a comprehensive general liability policy of insurance insuring LANDLORD and TENANT against any liability whatsoever occasioned by accident on or about the Premises and agrees that LANDLORD shall be listed thereon as additional insured. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. The comprehensive general liability policy shall be in the amount of One Million Dollars (\$1,000,000.00) in respect to any one incident and in the aggregate, and shall include Three Hundred Thousand Dollars (\$300,000.00) for property damage. The original policy or certificate, together with evidence of premium payment, shall be delivered to LANDLORD. TENANT shall renew the policy not less than thirty (30) days prior to the expiration date each year, and shall furnish evidence of the renewals and



payment to LANDLORD. To the extent that such a provision is obtainable, the policy shall provide that it cannot be cancelled or terminated until at least thirty (30) days prior notice has been given to LANDLORD. If TENANT falls under the State of Florida Workers Compensation Law, worker's compensation coverage shall be provided for all employees where TENANT is obligated to do so by operation of law. This coverage shall be for statutory limits in compliance with applicable state and federal laws. Failure of TENANT to maintain the insurance in full force and effect at any time shall be deemed a material breach of this Lease, and shall entitle LANDLORD to terminate the Lease. Upon such breach, TENANT shall immediately suspend all use of the Premises and shall provide to LANDLORD written notice of its failure to maintain insurance coverage.

B. TENANT agrees to indemnify, hold harmless and defend the LANDLORD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by the conduct, misconduct, negligent error, omission or act of TENANT, its employees agents, servants or officers, or accruing, resulting from, or related to the subject matter of this Lease, including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, whether or not suit be brought. The provisions of this indemnification provision shall survive the expiration or earlier termination of this Lease.

7. **ASSIGNMENT AND HYPOTHECATION.** This Lease is not transferable or assignable, except as provided by Resolution of the Key West City Commission. The TENANT may not sublet the Premises or any part thereof. Any assignment or sub-letting, even with the LANDLORD's consent, shall not relieve the TENANT from the obligation to keep and be bound by the agreements of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of the LANDLORD.

**8. DEFAULT CLAUSE.**

A. It is covenanted and agreed by LANDLORD and TENANT that in case at any time default shall be made in the payment of rent, or if the TENANT shall fail to pay any of the taxes or assessments herein provided for, or in case of the sale of or forfeiture of the Premises or any part thereof during the demised term for non-payment of any tax or assessment, or in case the TENANT shall fail to keep the required insurance, or shall fail to spend insurance money, as herein provided for, or if the TENANT shall fail to perform any of the covenants of this Lease, then, in any of such events, TENANT shall be subject to eviction pursuant to Chapter 83, Florida Statutes.

B. Or, the LANDLORD may have such other remedies as the law and this instrument afford, and the TENANT covenants and agrees that upon the termination of the demised term, at such election of the LANDLORD, or in any other way, the TENANT will surrender and deliver up the Premises and property (real and personal) peaceably to the LANDLORD, its agent, or attorneys, immediately upon the termination of the demised term. If the TENANT, its agents, attorneys, or tenants shall hold the Premises or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of the Premises under the applicable statute and shall be subject to eviction or removal, forcibly or otherwise.

C. Where the alleged default consists of some alleged violation of any term of this Lease, other than the payments of money, including rent and insurance premiums, the LANDLORD may not declare this Lease in default until such violation shall have continued for ten (10) days after the LANDLORD shall have given the TENANT written notice of such violation, and TENANT shall not have undertaken, during this ten (10) days notice period, to cure said violation by vigorous and affirmative action, provided, however, that nothing herein contained shall be construed as precluding the LANDLORD from having such remedy as may be and become necessary in order to preserve the LANDLORD'S right and interest of the LANDLORD in the Premises and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph, if, under particular circumstances then existing, the allowance of such grace or

the giving of such notice would prejudice or endanger the rights and estate of the LANDLORD in this Lease and in the Premises. With respect to the payment of the insurance premiums, the same must be paid at least thirty (30) days prior to the time when the policies would lapse for the failure to pay premiums thereon, and evidence of such payment given to the LANDLORD without any written notice being required to be served upon the TENANT in connection therewith.

E. All default and grace periods shall be deemed to run concurrently and not consecutively.

F. It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges, and remedies of the LANDLORD contained in this Lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law.

G. It is further covenanted and agreed by and between the parties hereto that the right given to the LANDLORD in this Lease to collect the rent that may be due under the terms of this Lease by any proceeding under same, or the right to collect any additional rent, money, or payments due under the terms of this Lease by any proceedings under same, or the right given the LANDLORD to enforce any of the terms and provisions of this Lease shall not in any way affect the right of such LANDLORD to declare this Lease void and the terms ended hereby, as herein provided, when default is made in the payment of rent or when default is made by the TENANT in any of the terms and provisions of this Lease.

H. If at any time, by reason of the failure of the TENANT to keep and perform any covenant or agreement which, under the terms of this Lease, the TENANT is bound and obligated to keep and perform, it becomes necessary for the LANDLORD to employ an attorney to protect the rights and interests of the LANDLORD in the property demised or to enforce the Lease or proceed under it in any particular, then in any of such events, the TENANT will owe and will pay unto the LANDLORD all costs of Court and reasonable attorney's fees incurred or expended by the LANDLORD in taking such actions, including actions taken in all trial and appellate courts.

**9. TENANT'S DUTY TO KEEP PREMISES IN GOOD REPAIR.**

The TENANT covenants and agrees with the LANDLORD that during the term of this Lease, the TENANT will keep in good state of repair and in current condition, the Premises, the HVAC equipment, and the fixtures serving the Demised Premises, and all furnishings brought or placed upon the Premises by the TENANT; nor will the TENANT suffer or permit any strip, waste, or neglect of any such property to be committed; and the TENANT will repair, replace, and renovate the property as often as it maybe necessary in order to keep the property in good repair and condition, at TENANT'S sole cost and expense. Tenant shall only utilize licensed contractors and shall apply for all permits, as required, to complete the necessary repairs.

**10. ADDITIONAL COVENANTS OF THE TENANT.**

A. The TENANT shall pay for all utilities associated with the use of the Premises including, but not limited to, water, electricity, sewer gas and solid waste. In the event that a separate bill for the Premises is not available for one or more of the utility services required by the Premises, then the TENANT shall pay a pro-rated share of that particular utility based on the square footage of the Premises and/or the parties' estimated usage of that particular utility, calculation of which to be mutually agreed upon.

B. The TENANT covenants and agrees with the LANDLORD that no damage or destruction to any building or improvement by fire, windstorm, or any other casualty shall be deemed to entitle the TENANT to surrender possession of the Premises or to terminate this Lease or to violate any of its provisions or to cause any abatement or rebate in the rent then due or thereafter becoming due under the terms hereof, unless otherwise specifically provided for herein. If the Lease is canceled for the TENANT's default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall, upon the cancellation of the Lease, be deemed immediately to become absolute and unconditional property of the LANDLORD. In the event of destruction of the Premises by casualty or hazard, the LANDLORD will have the option of canceling the Lease.

C. The TENANT covenants and agrees with the LANDLORD that nothing in this Lease shall ever be construed as empowering the TENANT to encumber or cause the TENANT to encumber the title or interest of the LANDLORD.

D. The TENANT covenants and agrees with the LANDLORD that, at the termination of this Lease, the TENANT will peaceably and quietly deliver unto the LANDLORD, possession of the Premises and all improvements located thereon, as well as the LANDLORD's interest in all fixtures and equipment appertaining thereto.

E. The TENANT agrees not to make any changes or alterations without written approval of the LANDLORD.

**11. LANDLORD'S RIGHT OF ENTRY.** The LANDLORD or its agents shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with the TENANT in the conduct of the TENANT's business on the Premises.

**12. EQUIPMENT, FIXTURES AND SIGNS.** All fixtures, equipment, and signs used on the Premises by the TENANT but provided by the LANDLORD will at all times be and remain the property of the LANDLORD. Provided that this Lease is in good standing, the TENANT will have the right to remove any equipment or fixtures provided by the TENANT, or any part thereof, from the Premises during the term of this Lease, at the expiration thereof, or within a reasonable time thereafter; provided, however, that the TENANT, in so doing, does not cause any irreparable damage to the Premises; and provided further, that the TENANT shall pay or reimburse the LANDLORD for the reasonable expense of repairing damage caused by such removal.

**13. ACCEPTANCE IN AS-IS CONDITION.** The TENANT accepts the Premises in an as-is condition and all improvements and additions shall be at the sole expense of the TENANT.

**14. NO MECHANIC'S LIENS.** It is hereby covenanted, stipulated and agreed by and between the parties hereto that there shall, during the demised term, be no mechanic's liens upon any buildings or improvements that may at any time be put upon the demised property, and that in case of any mechanic's liens the TENANT must pay off the same; and that if default in payment thereof shall continue for thirty (30) days after written notice, LANDLORD shall have the right and privilege, at its option, to pay off the same or any portion of the same, and the amount so paid, including expenses, shall at the option of the LANDLORD, be so much additional rent due from the TENANT at the next rent due after such payment, with interest thereon at the maximum rate allowed by law. Nothing herein shall be construed to admit that a mechanic's lien may be enforced against municipal property.

**15. MISCELLANEOUS PROVISIONS.** It is mutually covenanted and agreed by and between the parties as follows:

A. That no waiver or a breach of any of the covenants in this Lease contained shall be construed to be a waiver of all succeeding breach of the same covenant.

B. That time is of the essence in every particular and particularly where the obligation to pay money is involved.

C. That all arrearages in the payment of rent or in the repayment to the LANDLORD of any sums which the LANDLORD may have paid in order to cure a default of the TENANT (as elsewhere herein provided for), shall bear interest from the date when due and payable at the highest rate permitted by law until paid.

D. That no modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless in writing and signed by the persons who are then LANDLORD and TENANT.

E. That all covenants, promises, conditions, and obligations contained herein or implied by law, or covenants running with the land, shall attach to and be binding upon the heirs, executors, administrators, successors, legal representatives, and assigns of each of the parties to this Lease.

F. That this instrument contains the entire agreement between the parties as of this date, and that the execution hereof has not been induced by either of the parties by representations, promises or understandings not expressed herein, and that there are not collateral agreements, stipulations, promises, or understandings whatsoever between the representative parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

G. That when either of the parties desire to give notice to the other or others in connection with and according to the terms of this Lease, such notice shall be deemed given when it shall have been deposited in the U.S. Registered or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination. The notice shall be addressed as follows:

As to LANDLORD: City Manager  
City of Key West  
P.O. Box 1409  
Key West, FL 33041

As to TENANT:

When the parties on either side (LANDLORD or TENANT) consist of more than one person, notice or default by one of the persons on that side shall constitute notice or default by all of the persons on that side.

H. This Lease and the provisions thereof shall be governed by and construed and enforced in accordance with the laws of the State of Florida; venue for any action regarding this Lease shall be in Monroe County, Florida.

I. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this lease or TENANT'S use or occupancy of

the Demised Premises. The venue for any action brought under this lease shall lie in the State Court of Monroe County, Florida.

J. If the TENANT or TENANTS are signing in a capacity other than as individuals, then the LANDLORD may require personal guarantees from individuals as the LANDLORD deems necessary.

K. LANDLORD may delegate its decision-making authority regarding any provision of this Lease to an Advisory Board.

L. This Lease is the result of negotiations between the parties and shall not be interpreted in favor of or to the detriment of either party due to its draftsmanship.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Lease to be executed on the day and year first above written.

ATTEST:

LANDLORD: CITY OF KEY WEST

\_\_\_\_\_  
Cheryl Smith, City Clerk

By: \_\_\_\_\_  
, City Manager

ATTEST:

TENANT:

\_\_\_\_\_

By: \_\_\_\_\_



Exhibit “A”

---

---

# APPENDICIES

---

---

**APPENDIX A**

**SITE SURVEY**



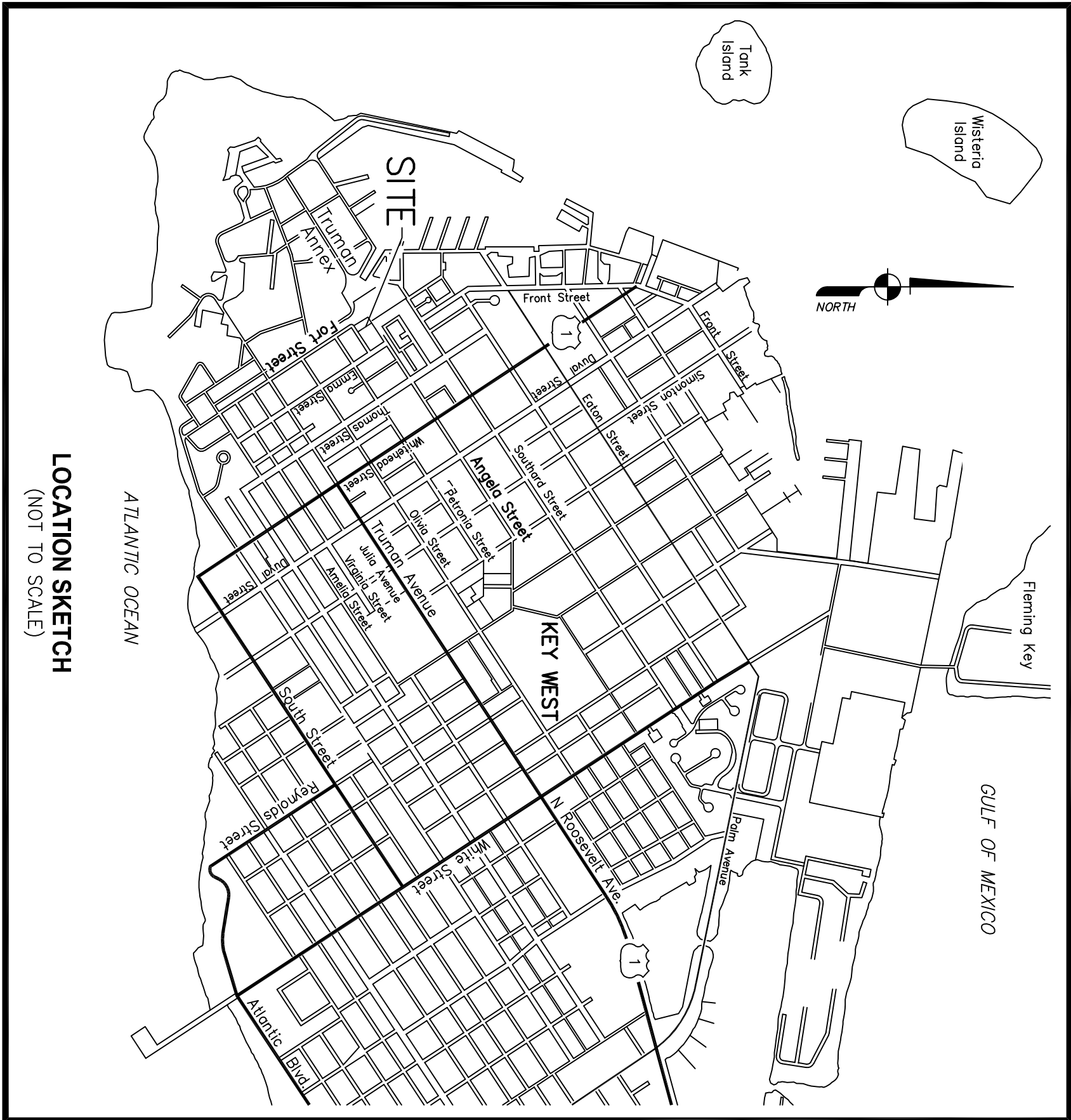
I HEREBY CERTIFY TO The City, Key West, First American Title Insurance Company and Capital Fields Jordan Bart, P.A. Attorneys at Law that the attached Boundary Survey of the herein described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary and Topographic Survey meets the Standards of Practice set forth in Chapter 5A-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

KEITH M. CHEE-A-TOW, P.L.S.  
Florida Registration No. 5328  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

50 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA 33432  
TEL. (561) 392-2594, FAX (561) 394-7125  
[www.AVIROMSURVEY.com](http://www.AVIROMSURVEY.com)

© 2017 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.

	JOB #:
REVISIONS	10174-2
	SCALE: 1" = 20'
	DATE: 08/23/2017
	BY: S.A.M.
	CHECKED: K.M.C.
	F.B.: 1792 PG.: 37 - 38
	SHEET: 1 OF 1



1 Reproductions of this Sketch or plot void without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the  
2 signing party is prohibited without written consent of the signing party.  
3 No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No  
4 search of the Public Records has been made by the Surveyor.  
5 The land description shown herein was prepared by the Surveyor.  
6 The right-of-way lines as shown [---] have been located [herein is based on the City of Key West Engineering Department's Official Street Map, dated May 26, 1955, revised January 1960,  
7 or other information available. The surveyor has not physically located the underground utilities shown in the exact location indicated although he does certify that they are located generally as  
8 shown, either in service or abandoned. The surveyor has not physically located the underground utilities. Every effort has been made to obtain underground utilities pipe type and size, as shown. It is the  
9 responsibility of the end user to verify the inset and pipe size dimensions prior to design of new facilities.  
10 Symbols shown herein and in the legend may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.  
11 This map is intended to be displayed at a scale of 1:240 (1"=20').  
12 Bearings and Coordinates shown herein are referenced to Grid North, based on the 2011 Adjustment of the North American Datum of 1983 (NAD 83/2011, Epoch 2010.00) , of the Florida State Plane Coordinate  
13 System (Transverse Mercator Projection), East Zone, with the centline of Angela Street having a bearing of N 55°59'44" E.  
14 Coordinates shown herein were established by a Real-time Kinematic (RTK) GPS Control Survey which is certified to a 2 centimeter local accuracy, and are based on the 2011 Adjustment of the  
15 North American Datum of 1983 (NAD 83/2011, Epoch 2010.00), of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone. Redundant ties were made to the following NOS  
16 horizontal control stations:

9. "BAYOUT" (PID Number AA0028)  
 b) "WEST MARTELLO TOWER 2" (PID Number AA1146)  
 Equipment Used: Trimble R10 GNSS, Serial Number 5413460373 (Dual Frequency Receiver)  
 Processing Software: Trimble Business Center, Version 3.51

The elevations shown herein are based on the National Geodetic Vertical Datum of 1929.  
 10. "BAYVIEW" (PID Number AA0029) Elevation = 3.914' (NGVD 1929).  
 11. "BAYVIEW" (PID Number AA0029) Elevation = 3.914' (NGVD 1929).  
 12. Units of measurement are in U.S. Survey Feet and decimal points thereof. Well identified features in this survey were field measured to a horizontal positional accuracy of 0.10'. The elevations on imperious surfaces were field measured to 0.05' and on ground surfaces to 0.1'.

13. Property Address: 101 Caroline Street, Key West, Florida 33040.  
 14. Abbreviation Legend: BLDG. = BUILDING; B.M. = Benchmark; C. = Centerline; C.L.F. = Chain Link Fence; CONC. = Concrete; COR. = Corner; DIA. = Diameter; DESG. = Description; E. = Easting; EL. = Elevation; F.B. = Field Book; FD. = Found; F.F. = Finished Floor; FQCC = Global Positioning System; ID. = Identification; 1.R. = Iron Rod; LB. = Licensed Surveyor; LT. = Lightning  
 RD. = Major Road; TD. = Found; T.F. = Finished Floor; TQCC = Global Positioning System; ID. = Identification; 1.R. = Iron Rod; LB. = Licensed Surveyor; LT. = Lightning  
 F.B. = Field Book; FD. = Found; F.F. = Finished Floor; FQCC = Global Positioning System; ID. = Identification; 1.R. = Iron Rod; LB. = Licensed Surveyor; LT. = Lightning  
 RD. = Major Road; TD. = Found; T.F. = Finished Floor; TQCC = Global Positioning System; ID. = Identification; 1.R. = Iron Rod; LB. = Licensed Surveyor; LT. = Lightning  
 NW = Overlaid Water; P = Per Plot; PB. = Plot Book; PG. = Page; PID = Point Identifier; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; PT. = Point; R/W = Right-of-Way; RTK = Real-time Kinematic; STA = Station; W/CAP = With Surveyors Cap; TRANS. = Transformer; W. = With.

PORTION OF SUBDIVISIONS FIFTEEN (15) AND SIXTEEN (16), IN SQUARE THREE (3), ACCORDING TO THE DIAGRAM OF THOMAS J. ASHE'S SUBDIVISION RECORDED IN DEED BOOK "I", PAGE 77 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

ACRES BEING THE NORTHWEST CORNER OF SAID SUBDIVISION FIFTEEN (15) ALSO BEING THE SOUTHEAST RIGHT-OF-WAY LINE OF BEGIN AT THE NORTHWEST CORNER OF SAID SUBDIVISION FIFTEEN (15); THENCE N 55°59'44" E ALONG THE NORTH LINE OF SAID SUBDIVISION SEVEN (7); THENCE S 55°59'44" E A DISTANCE OF 14.07 FEET; THENCE S 33°47'03" E, 174.00 FEET TO THE SOUTH LINE OF SAID SUBDIVISION SIXTEEN (16) ALSO BEING THE NORTHWEST RIGHT-OF-WAY LINE OF GRADLAND STREET; THENCE S 55°59'44" W ALONG THE SOUTH LINE OF SAID SUBDIVISION SIXTEEN (16) AND S 14°07'03" E ALONG THE EAST-OF-WAY LINE, A DISTANCE OF 13.55 FEET TO THE WEST LINE OF SAID SUBDIVISION SIXTEEN (16); THENCE N 33°57'17" W ALONG THE WEST LINE OF SAID SUBDIVISION SIXTEEN (16) AND FIFTEEN (15) ALSO BEING THE EAST LINE OF SUBDIVISIONS 19, 21 AND 21, A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING.

## Portions of Subdivisions 15 and 16

Diagram of Thomas J. Ashe's Subdivision recorded in Deed Book "I", Page 77 M.C.P.R.  
SECTION 31, TOWNSHIP 67 SOUTH, RANGE 25 EAST  
CITY OF KEY WEST  
MONROE COUNTY, FLORIDA

JOB #:	<b>101742</b>		
SCALE:	1" = 20'		
DATE:	08/23/2017		
BY:	S.A.M.		
CHECKED:	K.M.C.		
F.B.	1792	Pg.	37 - 38
SHEET:	<b>1 OF 1</b>		





101

ANDERSON ST

100

110

112

109

111

709

105

101

GERALDINE ST

ALLEN AVE

100

104

106

717

101

727

## **APPENDIX B**

### **REPORTS**

#### **ENVIRONMENTAL – STRUCTURAL**

**(Supporting environmental reports available upon request)**

# City of Key West **Structural Visual Assessment**

KEY WEST DIESEL PLANT

Prepared for:

City of Key West, Engineering Director  
1300 White Street, Key West, FL, 33040

Project No: 6788-18-3057

July 26, 2018



July 26, 2018

Mr. James Bouquet, PE  
City of Key West  
Engineering Director  
1300 White Street  
Key West, FL 33040

Subject: Structural Visual Assessment on the  
**KEY WEST DIESEL PLANT**  
101 – 111 Geraldine Street, Key West, FL 33040

Dear Mr. Bouquet:

Wood Environment & Infrastructure Solutions, Inc. (hereafter referred to as WEIS), is pleased to present this report in accordance with our submitted proposal 18 PROP-MIAM-6788-08 dated 3/8/2018, P.O. #086540.

We appreciate this opportunity to offer our professional services on this project. We look forward to working with you, and are committed to providing the services you require for successful completion of this important project within the time frame required. If you have any questions or comments regarding this report, please let us know. You may feel free to contact us at (305) 826-5588.

Sincerely,

**WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**

Augusto Poitevin, PhD, PE  
Associate Structural Engineer

Ricardo Fraxedas, PE  
Principal Engineer

Distribution: Addressee (Email)  
File (1)

Wood Environment & Infrastructure Solutions, Inc.  
5845 N.W. 158<sup>th</sup> Street  
Miami Lakes, Florida 33014  
Tel (305) 826-5588  
Fax (305) 826-1799

[www.woodplc.com](http://www.woodplc.com)





## Table of Contents

1. Introduction .....	4-5
2. Building Partial History and Background.....	6
3. Building Assessment .....	7-8
4. Building Findings and Recommendations.....	9-12
5. Building Estimate.....	12-16
6. Conclusions.....	16-17
7. References.....	17
Appendix .....	
Appendix A- Visual Assessment Building 1.....	18-24
Appendix B- Building 2 .....	25-31
Appendix C- Building 3-4.....	32-41
Appendix D- Building 5 .....	42-44
Appendix E- Building Estimate .....	45-70
Appendix F-Previous Visual Assessment.....	71-78

## **1.0 INTRODUCTION**

In accordance with our submitted proposal dated 3/8/2018, Wood Environment & Infrastructure Solutions, Inc (WEIS) performed a Visual Building Assessment of the Key West Diesel Plant (KWDP) existing facility located on 101-111 Geraldine Street in Key West, Florida on 5/01/2018. In general, the scope of work consists on a site visit to perform in addition to the visual assessment, a laser scanning of the closed facility to document the existing conditions.

The building complex consists of four (4) interconnected buildings and a small structure (Building 5). Refer to Figure 1 & 2 for building name and location. Refer to Appendix (A thru D) for building dimensions, elevations and selected images of the existing conditions.

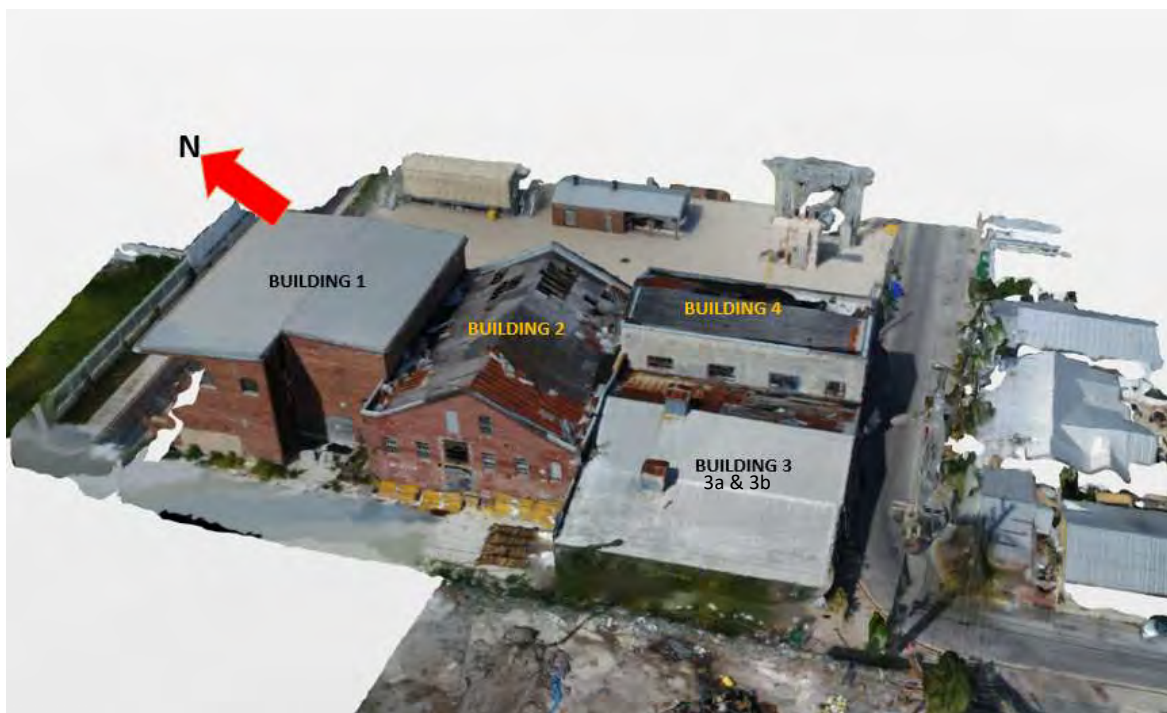
WEIS used a LiDAR (Laser Scanner) unit to create a three-dimensional virtual environment where we can document the project and used that information at a later time for the purpose of quantifying and creating a building repair cost estimate. In addition, it will help in sharing current and future information with the client.

Based on the evaluation of the obtained data and the visual assessment, a General Cost Estimate is provided (see Appendix E) considering the existing conditions and collected data. Refer to the Building Estimate section 5.0 for the estimating basis and assumptions.

The scope of the Estimate No.1 (Estimate Excluding Structure Steel Wall Reinforcement) is the restoration of the building complex to the original conditions and make it water tight. The latest edition of Florida Building Code Existing Building Edition (FBCEB), where used and it is assumed that the building complex occupancy remains the same as original, with the facility closed to the public. The second estimate, Estimate No. 2 (Estimate Including Structure Steel Wall Reinforcing) considers a change of occupancy and a complete compliance of the current Florida Building Code Building Edition (FBC). Refer to the Estimate section 5.0 and Appendix E.



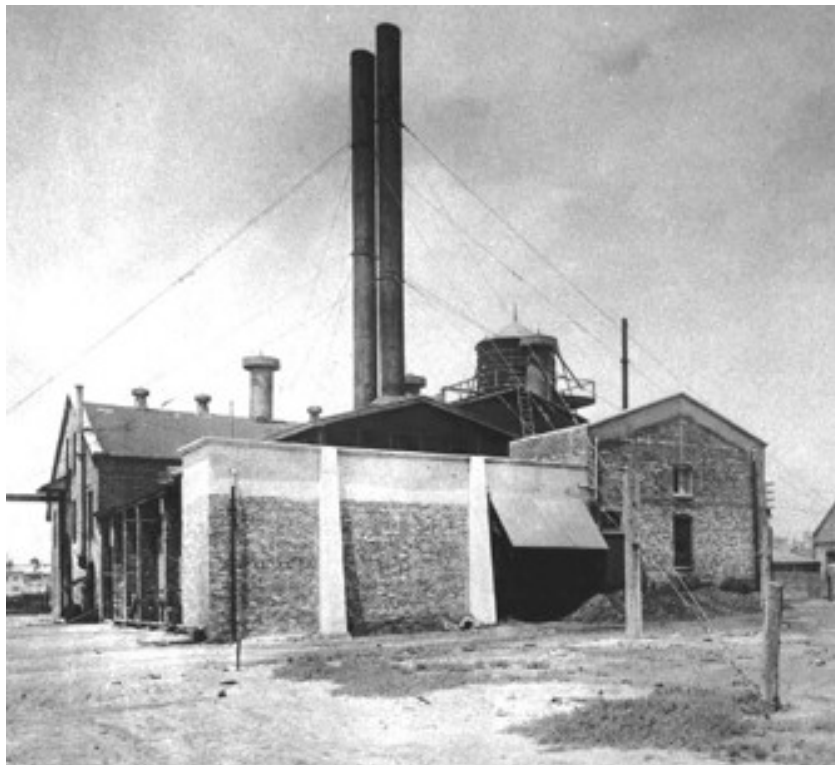
**Figure 1:** Aerial view of the KWDP from the South-East of the property.



**Figure 2:** Aerial view of the KWDP from the West of the property.

## 2.0 BUILDING PARTIAL HISTORY AND BACKGROUND

The brick structures were built as a gas plant in 1884 and were the first large scale source of power in Key West. Electric power was in its infancy during the late 1800s. In the early years of gas plant operations, the goal of a utility gas works was to produce the greatest amount of illuminating gas from coal.



**Figure 3:** Historical picture of the Key West Diesel Plant facility.

The coal gas produced in this plant was smoky and proved to be an inefficient and inadequate lighting source. The company foundered until, in 1890, John Jay Philbrick acquired a controlling interest in the plant and transformed the facility to a steam powered electric power plant. It was renamed the Key West Coal and Electric Power Company.

Upon J.J. Philbrick's death, his heirs consolidated the plant with William Curry's power plant. Curry's plant had been the sole large-scale competitor of Philbrick's plant. A few years later, the combined power plants were purchased by Stone and Webster, an electrical engineering company based out of Stoughton, Massachusetts.

([www.keywesthistoricmarkertour.org/Markers\\_Detail.php?ProductID=523](http://www.keywesthistoricmarkertour.org/Markers_Detail.php?ProductID=523))

At the present time the facility is closed. The City is in the process of evaluation and determination for possible repair alternatives.

### 3.0 BUILDING ASSESSMENT

WEIS performed a site visit on 5/1/2018 to perform a laser scanning of the facility. The existing elements were digitally captured on a virtual environment with the use of a BLK360 tripod based, terrestrial scanner manufactured by Leica Geosystems with an accuracy of  $\pm 1/4"$  over 66' as indicated by the manufacturer specifications which projected and recorded the position of over 360 million points of measurable information per second. The technology is based on the use of millions of laser beams projected from the device that will bounce off existing surfaces on the areas being scanned. The scanner then records the coordinates in all three axes, (X, Y, Z) locations of those surfaces along with color information.

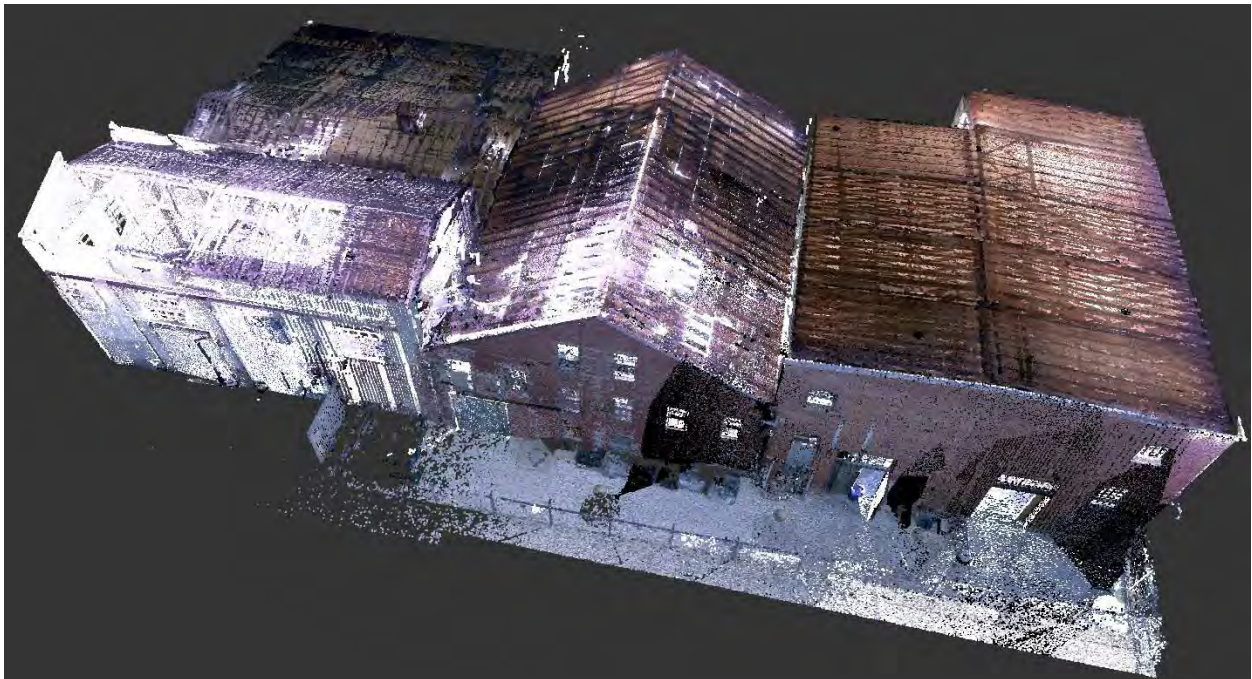


**Figure 4:** BLK360 Laser Scanner by Leica Geosystems.

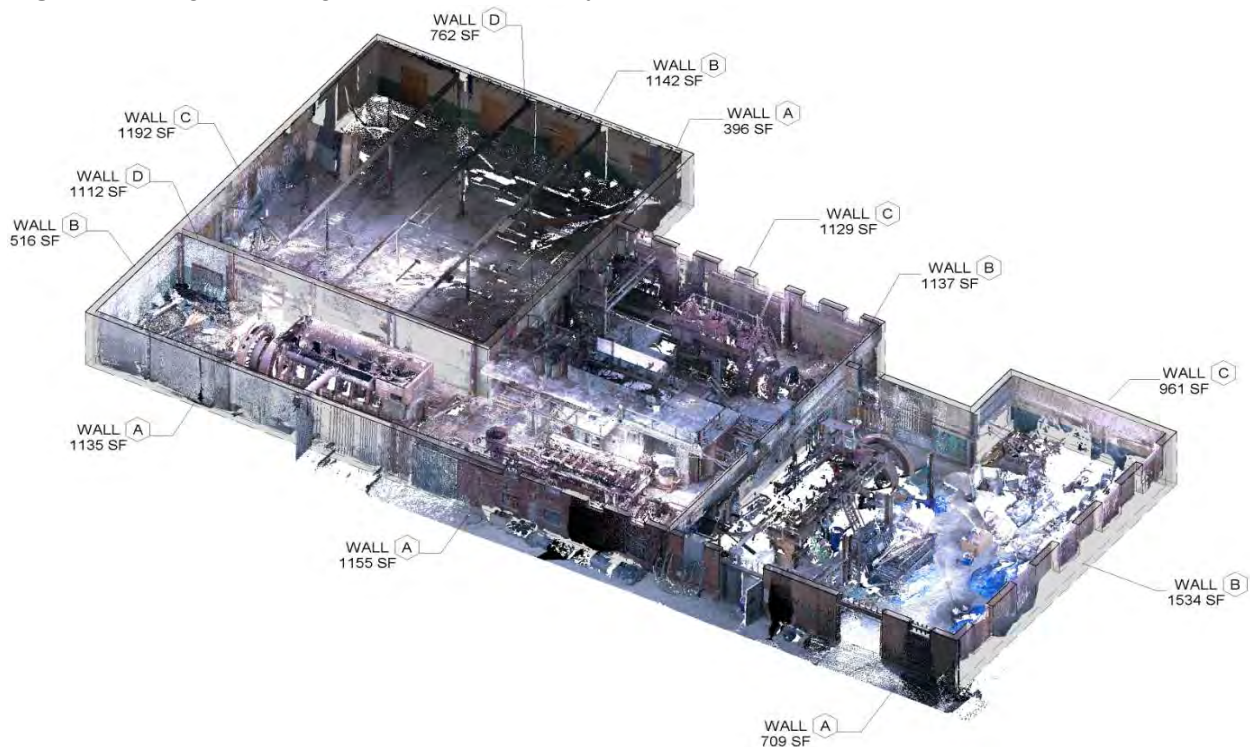
The data collection was made one building at a time. The scanner was located on the concrete slab and re-located to ensure adequate exposure of the existing elements in order to capture a comprehensive point cloud. The proprietary software allows to combine all the scanned locations in order to create a complete three-dimensional point cloud model of the interior of the structure. (Refer to Figure 5 & 6).

This is an efficient and cost-effective way to collect and record existing condition of the site. This allows to capture a great amount of data and obtain measurements from areas that would not be accessible.





**Figure 5:** Image showing the complete facility created from a 3D point cloud.



**Figure 6:** Partial image showing the interior location of the remaining equipment and stored items.

#### **4.0 BUILDING FINDINGS AND RECOMMENDATIONS**

The Key West Diesel Plant (KWDP) has been previously investigated. An Environmental Report, Material testing investigating lead and asbestos and a Structural Assessment (Structural Condition Assessment, Key West Diesel Plant, Key West by Atlantic Engineering Services) was done as recent as 2016. We have reviewed the previous Structural Assessment and we have included the drawings as part of our report (See Appendix F) to complement our building findings. No material testing, or structural analysis has been done for use in this report. The findings and recommendations are based on professional experience, site visit, visual assessments and laser scanning.

Based on our visual assessment and site visit of the facility, these are our building findings and recommendations. It should not be considered as a final absolute of all the building deficiencies, but they are included in the following section as a guidance recommendation. Additional testing materials on the facility is recommended (Walls, geotechnical, etc.), accompanied of structural analysis of the facility based on the final decision of the City in terms of the level of restoration, occupancy use and historical requirements.

Refer to Appendix A thru D for interior elevations and pictures of each of the building elevations. The Figures are organized based on a plan view showed on the first figure of each of the buildings.

##### **Building 1 (Appendix A)**

- We found that the original roof of the existing Building 1 was replaced. New pre-fabricated wood joists were installed in place. The newly replaced roof deck shows signs of corrosion. The roof screws and recently installed gutters shows signs of corrosion. The recently installed roof screws and gutters need to be replaced if deteriorated.
- The steel beams and columns are riveted. They consist of a composite section composed of double angles riveted to a center plate. Some of the columns are heavily corroded at the base. The plates and anchor exhibits signs of corrosion and they need to be cleaned and if the base material is excessively deteriorated, repair of the elements would be necessary.
- Slab on grade is cracked in multiple locations. Repair or replacement of some to the cracked areas is necessary.
- Most of the windows and doors are broken. Replacement of those windows and doors with Miami-Dade NOA certification is necessary (NOA, Notice of Acceptance from Miami Dade County).
- Windows sills are spalled and cracked in multiple locations. The cracks show signs of rebar corrosion. Replacement and reinforcement of those sills to also accommodate the new or restored windows is necessary.
- Multiple cracks on the masonry brick walls, interior and exterior was noticed on our visual assessment. Evaluation and repair of the existing cracks is necessary.

- Repointing of the masonry brick walls is necessary to restore capacity and stability to the existing walls.
- Cracks at the foundation level on the NW portion of the building (exterior) were noticed. It is assumed minor foundation settlement on that portion of the structure. Repair of those cracks is necessary.
- The existing equipment rests on existing pits that are full of water and debris. Necessary to fill and repair those pits to prevent any further water accumulation and deterioration of the existing equipment.

### **Building 2 (Appendix B)**

- The roof deck and supporting members are extremely deteriorated in Building 2. The existing steel deck and wood roof panels have caved in multiple locations and the remaining material is not in good condition. The existing roof panels and wood joists need to be replaced. Multiple members shown levels of deterioration and decay.
- The main transversal trusses and supports shows signs of deterioration. The main wood trusses need to be replaced.
- Some of the columns are heavily corroded at the base. The plates and anchor exhibits signs of corrosion and they need to be cleaned and if the base material is excessively deteriorated, repair of the elements would be necessary.
- The main interior frame columns and beams exhibits signs of corrosion. The affected areas need to be cleaned from corrosion and repainted. Possible lead could be present at those locations.
- The interior concrete platform shows signs of concrete cracking and spalling. Restoration of the spalled and cracked areas will be necessary.
- Some areas of the platform slab are already shored. Those concrete areas need to be repaired and restored to original conditions.
- Steel ladder to access the interior concrete platform needs to be replaced or repaired.
- Slab on grade is cracked in multiple locations. Repair or replacement of some to the cracked areas is recommended.
- Multiple cracks on the masonry brick walls, interior and exterior were noticed on our visual assessment. Evaluation and repair of the existing cracks is necessary.
- The existing equipment rests on existing pits that are full of water and debris. It is necessary to fill and repair those pits to prevent any further water accumulation and deterioration of the existing equipment.
- Repointing of the masonry brick walls is necessary to restore capacity and stability to the existing walls.

### **Building 3 (3a & 3b, Appendix C)**

- The roof deck on the Eastern portion of the building has caved in and is open to the elements. On the western portion of the building, it shows a newer steel deck roof panels.



The secondary and primary support elements (wood purlins, trusses) show signs of deterioration and they need to be replaced.

- Slab on grade is cracked in multiple locations. Repair or replacement of some to the cracked areas is necessary.
- Multiple cracks on the masonry brick walls, interior and exterior was noticed on our visual assessment. Evaluation and repair of the existing cracks is necessary.
- The exterior wall on the South portion of Building 3 shows excessive number of cracks. The wall is a combination of CMU and masonry bricks and need to be restore to original conditions.
- Repointing of the masonry brick walls is necessary to restore the original strength capacity to the existing walls.
- Some of the columns are heavily corroded at the base. The plates and anchor exhibits signs of corrosion and they need to be cleaned and the corroded material replaced. If the section is excessively deteriorated, replacement of the elements would be necessary.
- The main interior frame columns and beams exhibits signs of corrosion. The affected areas need to be cleaned from corrosion and repainted. Possible lead could be present at those locations.
- Exterior wall buttresses are cracked and shows signs of deterioration. Evaluation and repair of the signs of deterioration are necessary.

#### **Building 4 (Appendix C)**

- Almost half of the roof deck on Building 4 has caved in and is open to the elements. The secondary and primary support elements (wood purlins, trusses) are deteriorated and they need to be replaced.
- Deteriorated roof trusses need to be replaced. The top and bottom cords, web elements and connections between the elements and walls shows signs of deterioration and decay.
- Interior brick wall between buildings 3 and 4 shows a big opening that has been done without any perimeter support of the opening. Loose masonry bricks put in danger the stability of the wall. This opening and wall needs to be repair.
- Some of the columns are heavily corroded at the base. The plates and anchor exhibits signs of corrosion and they need to be cleaned and if the base material is excessively deteriorated, repair of the elements would be necessary.
- Repointing of the masonry brick walls is necessary to restore capacity and stability to the existing walls.
- Multiple cracks on the masonry brick walls, interior and exterior was noticed on our visual assessment. Evaluation and repair of the existing cracks is necessary. Some of the walls have been previously repaired with reinforced concrete that needs to be evaluated and repaired due to cracks and concrete spalling due to steel reinforcement corrosion.
- Slab on grade is cracked in multiple locations. Repair or replacement of some to the cracked areas is recommended.

- The existing equipment rests on existing pits that are full of water and debris. Necessary to fill and repair those pits to prevent any further water accumulation and deterioration of the existing equipment.
- The main interior frame columns and beams exhibits signs of corrosion. The affected areas need to be cleaned from corrosion and repainted. Possible lead could be present at those locations

### **Building 5 (Appendix D)**

- Cracked perimeter walls, concrete spalling, needs to be repaired. Stucco needs to be restored to original condition.
- Interior steel members, supports and exhaust needs to be replaced or eliminated.
- The existing pits that are full of water and debris. Necessary to fill and repair those pits to prevent any further water accumulation and deterioration of the existing equipment.

## **5.0 BUILDING ESTIMATE**

The Building Estimate is located in Appendix E. The basis for preliminary cost Estimate No. 1, it was assumed that the goal of this restoration project is to get the structure structurally sound and water tight. Estimate No. 2 basis assumes the current building use is changed and the Current Florida Existing Building Code 2017 and Florida Building Code 2017 Edition will be used for future structural remediation.

The Estimate No.1 is based on the Florida Building Code Existing Building Edition (FBCEB), Section 606.2, Repairs to damaged buildings. Based on the definition of substantial structural damage:

- 1) The vertical elements of the LFRS (Lateral Force Resisting System) have suffered damage such that the lateral load-carrying capacity of any story in any horizontal direction has been reduced by more than 33 percent from its pre-damage condition.
- 2) The capacity of any vertical component carrying gravity load, or any group of such components, that supports more than 30 percent of the total area of the structure's floor and roof has been reduced more than 20 percent of its pre-damage condition and the remaining capacity of such affected elements with respect to all dead and live loads, is less than 75 percent of that required by this code for new buildings of similar structure, purpose and location.

FBCEB on section 606.2.1, Repairs for less than substantial structural damage, the damaged elements shall be permitted to be restored to their pre-damage condition.

Based on the previous FBCEB sections, some of the existing structural components have suffered substantial structural damage and need to be replaced, and need to comply with the current Florida Building Code Edition (2017). Some other structural components, for example the existing

walls, based on the visual assessment and the FBCEB, they can be restored to their pre-damaged condition.

Restoration to the original conditions, does not mean that the performed restoration or repair is in compliance of the current Building Codes. The original capacity will be in place in the repaired element, but not necessarily the element or elements will be able to resist loads generated by more restrictive and newer codes, as the current version of the FBC.

Estimate No. 2 is based on the assumption and recommendation from the Draft from the Historic Architectural Review Commission (HARC), that if structural repairs will be in place for the Facility, change of occupancy would be necessary and recommended. As the Draft report from HARC states” pursue rehabilitation focused on a new use that is compatible and sensitive to the historic character of the site”

FBCEB Section 407 states that if there is a change of occupancy on the structure, the repaired or restored building need to comply with the requirements of the Florida Building Code Building Edition (FBC2017). That means that if the building facility is open to the public, the structure repairs and improvements, they all need to comply with the current FBC edition. Future additional testing of existing materials is recommended and necessary on both estimate assumptions.

The following are additional assumptions incorporated on the submitted building’s estimate and applies to Estimate No.1 and Estimate No.2:

#### **Building 1 Restoration Items:**

- Remediation: Asbestos and lead paint are present. Note that the lead paint is on steel and is to be abated and primed. The cost does not reflect sand blasting of steel. Large Industrial Turbines will remain in place as historical items.
- Roof: The roof requires no work, except minor corroded gutters and connectors.
- Exterior walls: The exterior walls are made up metal panels that need repair.
- Windows: Windows are currently made up of plywood infills. Each opening will require reinforcing of the opening, with an aluminum window meeting Florida hurricane codes.
- Exterior Doors: Doors and hardware are replaced with door openings to be modified as required to meet Egress door size requirements.
- Interior Walls: Any non-essential wiring, tubing, hangers, etc will be removed. The walls will be repointed and repaired.
- Floor Slab: The floor slab will have pits and trenches 2 feet or less deep filled with concrete. Pits and trenches greater than 2 feet with be filled with structural fill, have dowels inserted at the perimeter edges of the pit and then a reinforced capping slab placed.
- Fire Protection: One ABC Fire extinguisher on a hook.
- Mechanical: There is no mechanical work required for building 1.

- Electrical: There will be minimal electrical work incorporated for minimal use. A breaker box will provide power for minimal life support illumination.
- The premises will be broom clean.

### **Building 2 Restoration Items:**

- Remediation: Asbestos and lead paint are present. Note that the lead paint is on steel and is to be abated and primed. The cost does not reflect sand blasting of steel. Large Industrial Turbines will remain in place as historical items.
- Roof: The roof requires a complete demolition and replacement. The roof will be demolished leaving the existing structural steel components. Timber beam pads will be thru bolted to the steel. A new roof frame will be constructed of dimensional lumber and sheathed with 5/8" plywood. Building parapets will be repaired and wood framing sheathed with plywood will encapsulate the brick parapet. Crickets will be framed to redirect water runoff. The parapets will then be wrapped in galvalume sheet metal that will be in-kind with a new galvalume metal standing seam metal roof. Gutters will be added for water control.
- Exterior walls: The exterior walls are made brick that need total repointing and restoration.
- Windows: Windows are currently made up of plywood infills. Each opening will require reinforcing of the opening, with an aluminum window meeting Florida hurricane codes.
- Exterior Doors: Doors and hardware are replaced with door openings to be modified as required to meet Egress door size requirements. Exterior overhead door openings are infilled with a structural cold formed stud infill with sheathings to be made water tight.
- Interior Walls: Any non-essential wiring, tubing, hangers, etc will be removed. The walls will be repointed and repaired.
- Floor Slab: The floor slab will have pits and trenches 2 feet or less deep filled with concrete. Pits and trenches greater than 2 feet will be filled with structural fill, have dowels inserted at the perimeter edges of the pit and then a reinforced capping slab placed.
- Fire Protection: One ABC Fire extinguisher on a hook.
- Mechanical: There is no mechanical work required for Building 2.
- Electrical: There will be minimal electrical work incorporated for minimal use. A breaker box will provide power for minimal life support illumination.
- The premises will be broom clean.

### **Building 3 (3a & 3b) Restoration Items:**

- Remediation: Asbestos and lead paint are present. Note that the lead paint is on steel and is to be abated and primed. The cost does not reflect sand blasting of steel. Large Industrial Turbines will remain in place as historical items.
- Roof: The roof requires a complete demolition and replacement. The roof will be demolished leaving the existing structural steel components. Timber beam pads will be thru bolted to the steel. A new roof frame will be constructed of dimensional lumber and sheathed with 5/8" plywood. Building parapets will be repaired and wood framing

sheathed with plywood will encapsulate the brick parapet. Crickets will be framed to redirect water runoff. The parapets will then be wrapped in galvalume sheet metal that will be in-kind with a new galvalume metal standing seam metal roof. Gutters will be added for water control

- Exterior walls: The exterior walls are made brick that need total repointing and restoration.
- Windows: Windows are currently made up of plywood infills. Each opening will require reinforcing of the opening, with an aluminum window meeting Florida hurricane codes.
- Exterior Doors: Doors and hardware are replaced with door openings to be modified as required to meet Egress door size requirements. Exterior overhead door openings are infilled with a structural cold formed stud infill with sheathings to be made water tight.
- Interior Walls: Any non-essential wiring, tubing, hangers, etc will be removed. The walls will be repointed and repaired.
- Floor Slab: The floor slab will have pits and trenches 2 feet or less deep filled with concrete. Pits and trenches greater than 2 feet will be filled with structural fill, have dowels inserted at the perimeter edges of the pit and then a reinforced capping slab placed.
- Fire Protection: One ABC Fire extinguisher on a hook.
- Mechanical: There is no mechanical work required for Building 3.
- Electrical: There will be minimal electrical work incorporated for minimal use. A breaker box will provide power for minimal life support illumination.
- The premises will be broom clean.

#### **Building 4 Restoration Items:**

- Remediation: Asbestos and lead paint are present. Note that the lead paint is on steel and is to be abated and primed. The cost does not reflect sand blasting of steel. Large Industrial Turbines will remain in place as historical items.
- Roof: The roof requires a complete demolition and replacement. The roof will be demolished leaving the existing structural steel components. Timber beam pads will be thru bolted to the steel. A new roof frame will be constructed of dimensional lumber and sheathed with 5/8" plywood. Building parapets will be repaired and wood framing sheathed with plywood will encapsulate the brick parapet. Crickets will be framed to redirect water runoff. The parapets will then be wrapped in galvalume sheet metal that will be in-kind with a new galvalume metal standing seam metal roof. Gutters will be added for water control
- Exterior walls: The exterior walls are made brick that need total repointing and restoration.
- Windows: Windows are currently made up of plywood infills. Each opening will require reinforcing of the opening, with an aluminum window meeting Florida hurricane codes.
- Exterior Doors: Doors and hardware are replaced with door openings to be modified as required to meet Egress door size requirements. Exterior overhead door openings are infilled with a structural cold formed stud infill with sheathings to be made water tight.
- Interior Walls: Any non-essential wiring, tubing, hangers, etc will be removed. The walls will be repointed and repaired.

- Floor Slab: The floor slab will have pits and trenches 2 feet or less deep filled with concrete. Pits and trenches greater than 2 feet will be filled with structural fill, have dowels inserted at the perimeter edges of the pit and then a reinforced capping slab placed.
- Fire Protection: One ABC Fire extinguisher on a hook.
- Mechanical: There is no mechanical work required for Building 4.
- Electrical: There will be minimal electrical work incorporated for minimal use. A breaker box will provide power for minimal life support illumination.
- The premises will be broom clean.

#### **Building 5 Restoration Items:**

- Exterior walls: The exterior walls are made brick that need total repointing and restoration.
- Mechanical: There is no mechanical work required for Building 5.

## **6.0 CONCLUSIONS**

WEIS performed a visual assessment of the Building Complex located on 101-111 Geraldine Street in Key West on 5/1/2018. Based on the evaluation of the existing information, site visit and processed data from the laser scanning, the following are the conclusions from our previous sections:

- 1) Roof panels and wood purlins need to be replaced on Buildings 2,3 and 4.
- 2) Portions of the roof steel panels on Building 1 need to be replaced and restored to original conditions due to excessive corrosion.
- 3) Interior roof truss systems on Buildings 2,3 and 4 need to be replaced.
- 4) Structural steel columns and beams that are corroded, need to be cleaned and restored to original conditions.
- 5) Exterior and interior walls need to be restored for cracks and deterioration. Repointing on the walls is necessary and recommended to restore wall loading capacity.
- 6) Interior concrete mezzanine at Building 2, need to be repaired and restored to original conditions.
- 7) All equipment pits need to be dewatered, filled and capped.
- 8) Due to safety reasons we recommend the immediate shoring of the South wall of Building 3 & 4. We urge the city to expedite the structural repairs on the structure in order to prevent further damage and deterioration on the structure.
- 9) Multiple cracks on the concrete floor slabs need to be repaired.
- 10) Door and windows on the facility need to be replaced to Miami Dade (NOA) standards.
- 11) Interior wall between Buildings 3 & 4 has an opening that needs to be repaired. It shows loose bricks and needs to be shored and repaired.
- 12) The Estimate No. 1 or Opinion of Probable cost is based on making the Buildings structurally sound and water tight. Costs can vary depending on final design based on

latest edition of the Florida Building Cost. Refer to Appendix E for final costs and breakdown per Building.

- 13) The Estimate No. 2 or Opinion of Probable Cost includes the assumptions for wall reinforcement to comply with the new edition of the FBC. Refer to Appendix E for final costs and breakdown per Building.
- 14) Further material testing, exploration and structural analysis will be necessary once the City decides on the level of repair based on the new occupancy category assigned to the facility.

## 7.0 REFERENCES

- 1) Summary Report of Historical Environmental Assessments Key West Diesel Plant Property, August 9, 2016,
- 2) Structural Condition Assessment Key West Diesel Plant, August 3, 2016, AES
- 3) Lead Based Paint Survey, The Structures Located at 100 Angela Street, Key West, FL, July 18, 2013, PSI
- 4) Pre-Renovation Asbestos Containing Materials Survey, 101-111 Geraldine Street, Key West, Florida, July 26, 2013
- 5) Florida Building Code, 2017 Edition
- 6) Florida Building Code, Existing Buildings, 2017 Edition
- 7) [www.keywesthistoricmarkertour.org/Markers\\_Detail.php?ProductID=523](http://www.keywesthistoricmarkertour.org/Markers_Detail.php?ProductID=523)
- 8) Draft Resolution of the Historic Architectural Review Commission (HARC)



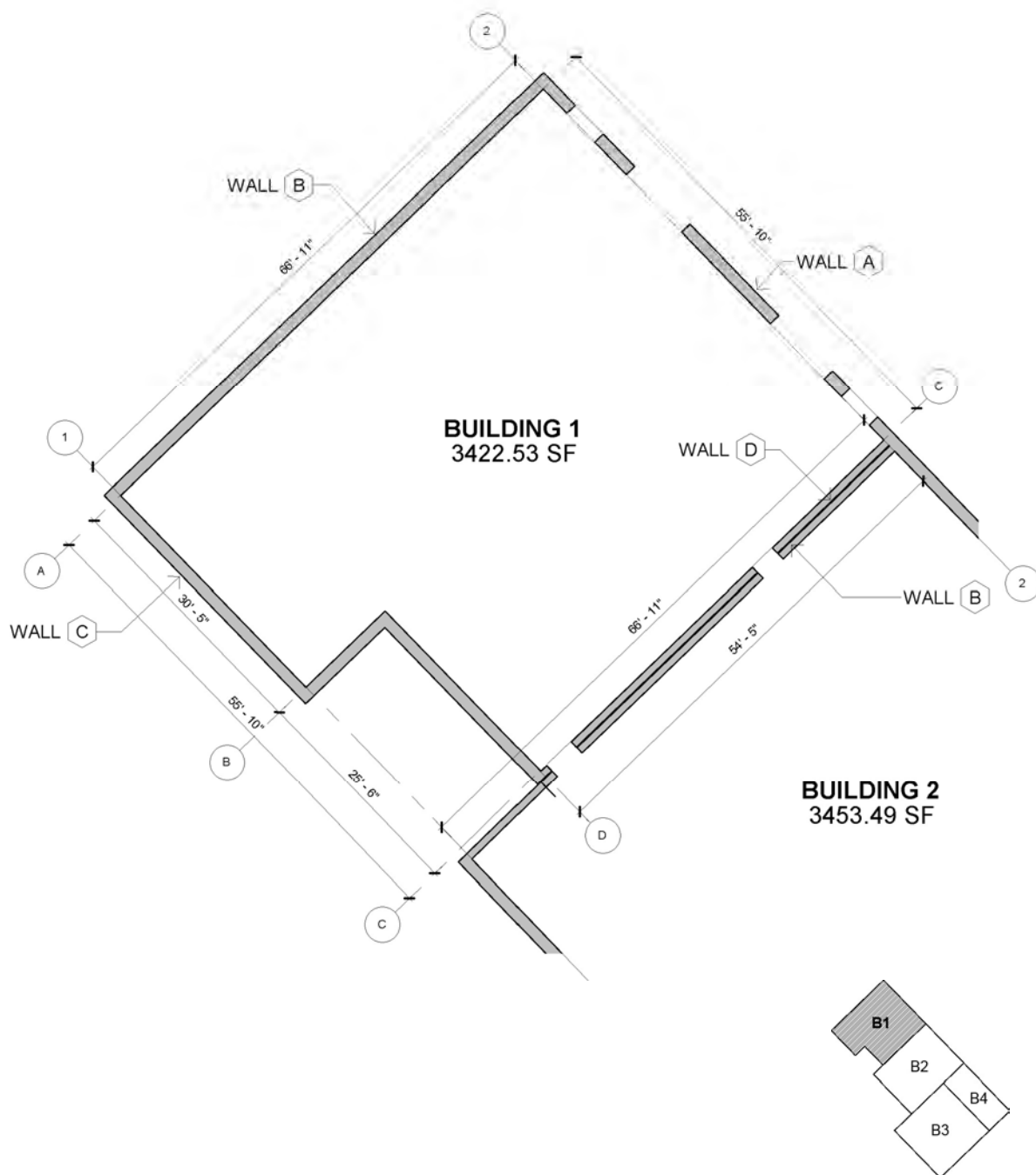
# Appendix A

## Visual Assessment Building 1

**wood.**







**Figure A1:** Building 1 Plan view.



**Figure A2:** Building 1, Interior Wall A elevation from Point Cloud view.



**Figure A2.1:** Building 1, Interior Wall A Elevation from 3D view.

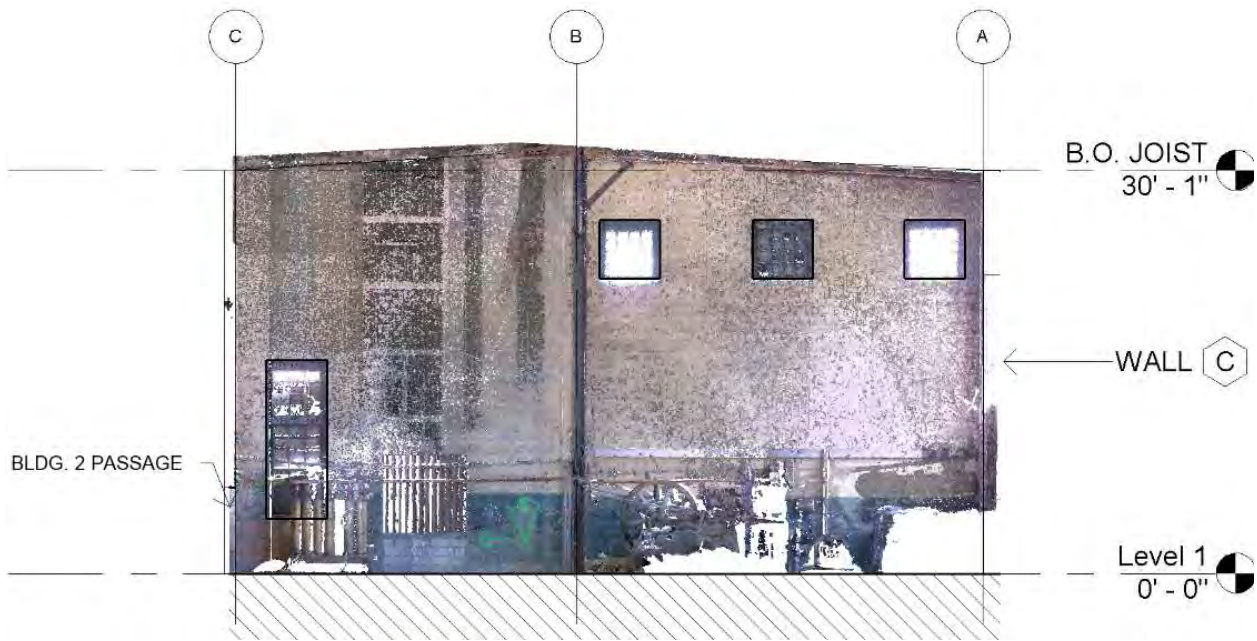




**Figure A3:** Building 1, Interior Wall B elevation from Point Cloud view.



**Figure A3.1:** Building 1, Interior Wall B elevation from 3D view.

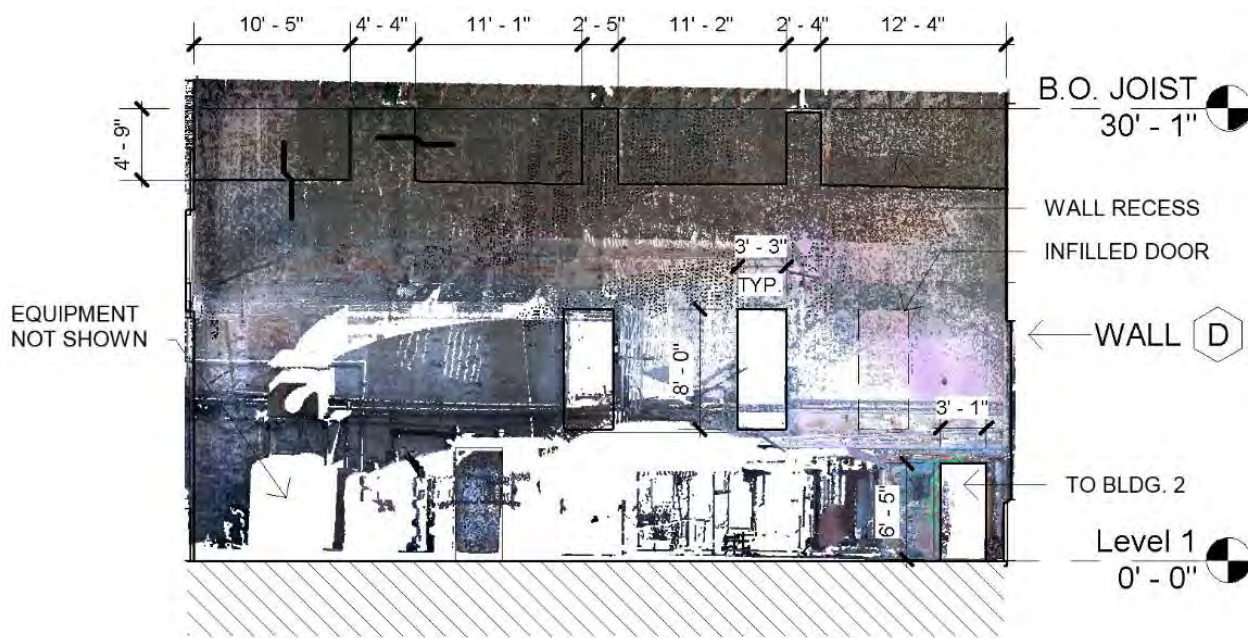


**Figure A4:** Building 1, Interior Wall C elevation from Point Cloud view.



**Figure A4.1:** Building 1, Interior Wall C elevation from 3D view.





**Figure A5:** Building 1, Interior Wall D elevation from Point Cloud View.



**Figure A5.1:** Building 1, Interior Wall D elevation from 3D view.

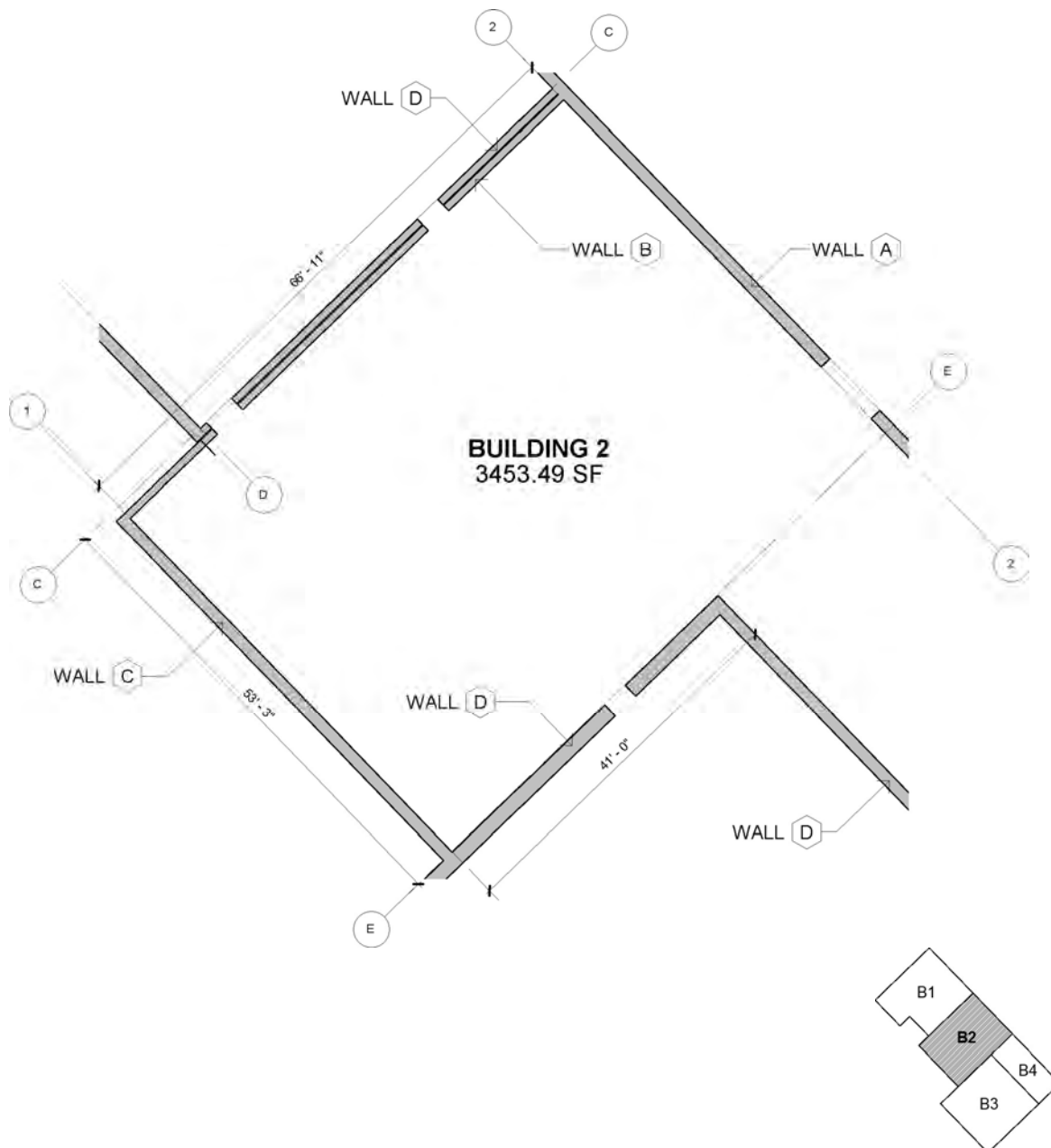


**Figure A6:** Building 1 isometric view.

## Appendix B Building 2

**wood.**





**Figure B1:** Building 2 Plan view.





**Figure B2:** Building 2, Wall A from Point Cloud View.



**Figure B2.1:** Building 2, Wall A interior elevation from 3D view.

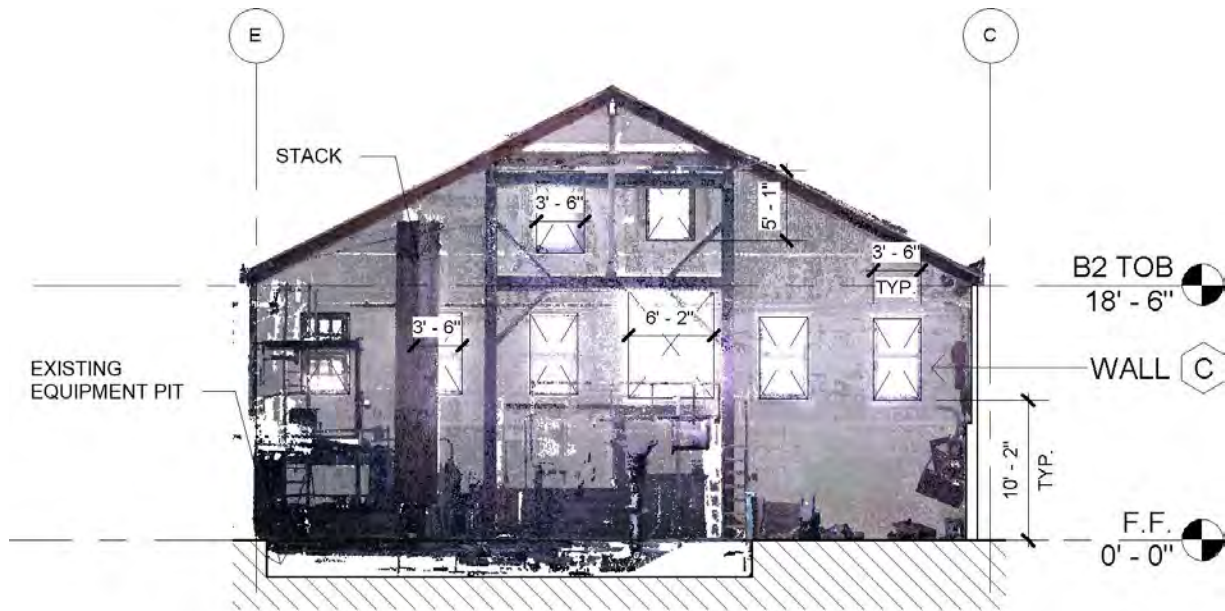


**Figure B3:** Building 2, Wall B from Point Cloud View.



**Figure B3.1:** Building 2, Wall B interior elevation from 3D view.

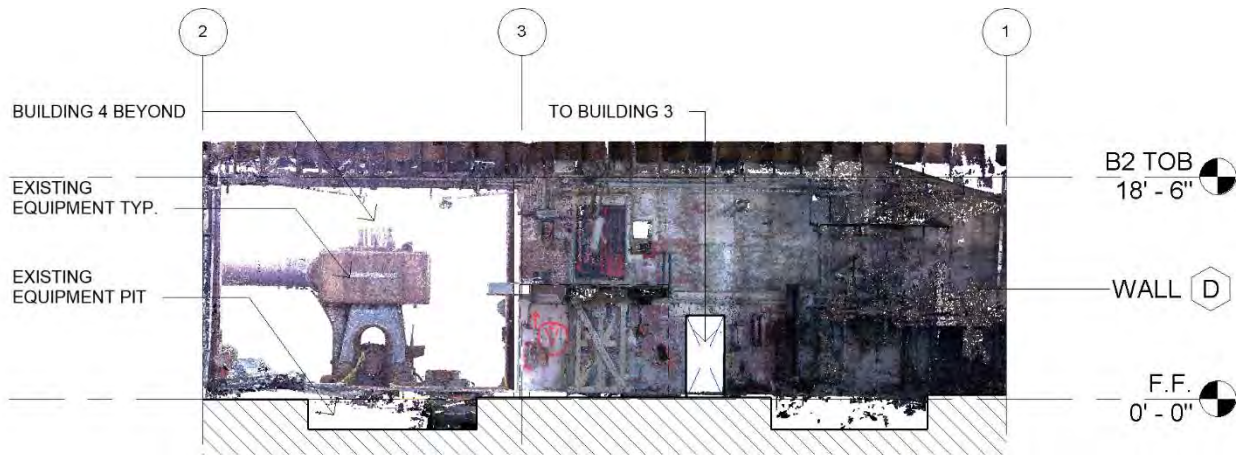




**Figure B4:** Building 2, Wall C from Point Cloud View.



**Figure B4.1:** Building 2, Wall C, interior elevation from 3D view.

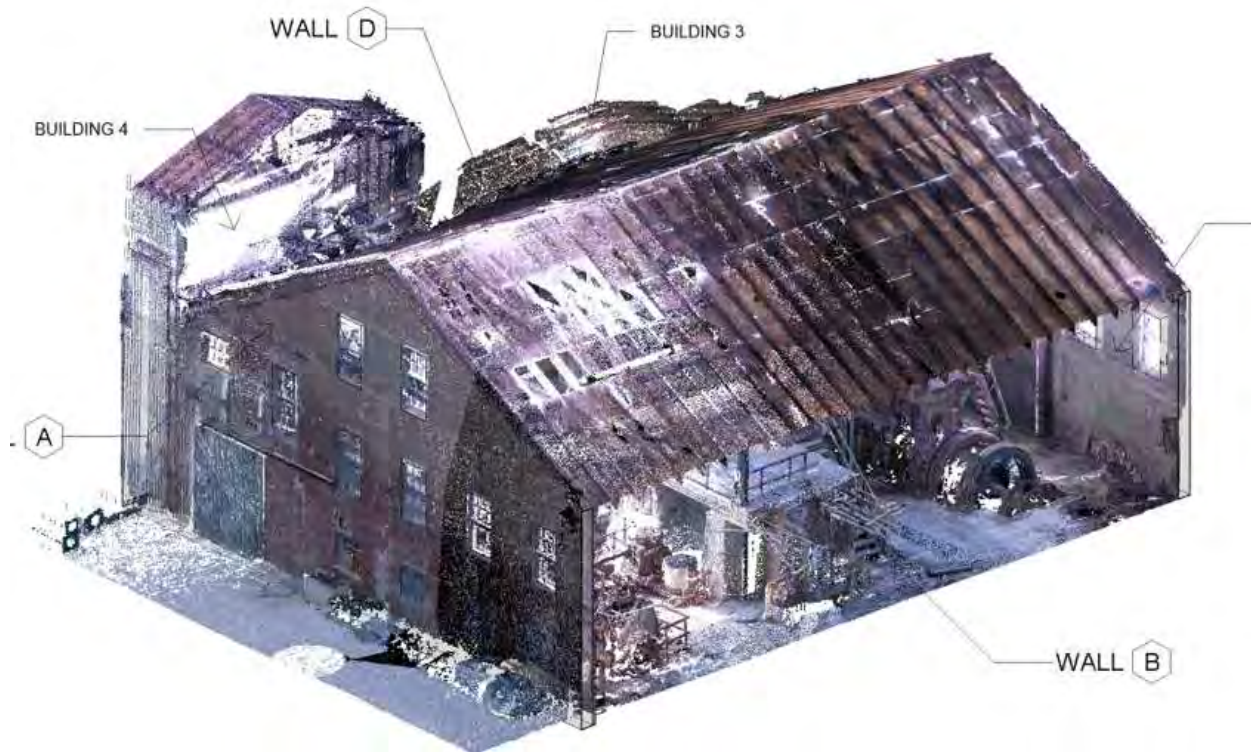


**Figure B5:** Building 2, Wall D from Point Cloud view.



**Figure B5.1:** Building 2, Wall D interior elevation from 3D view.





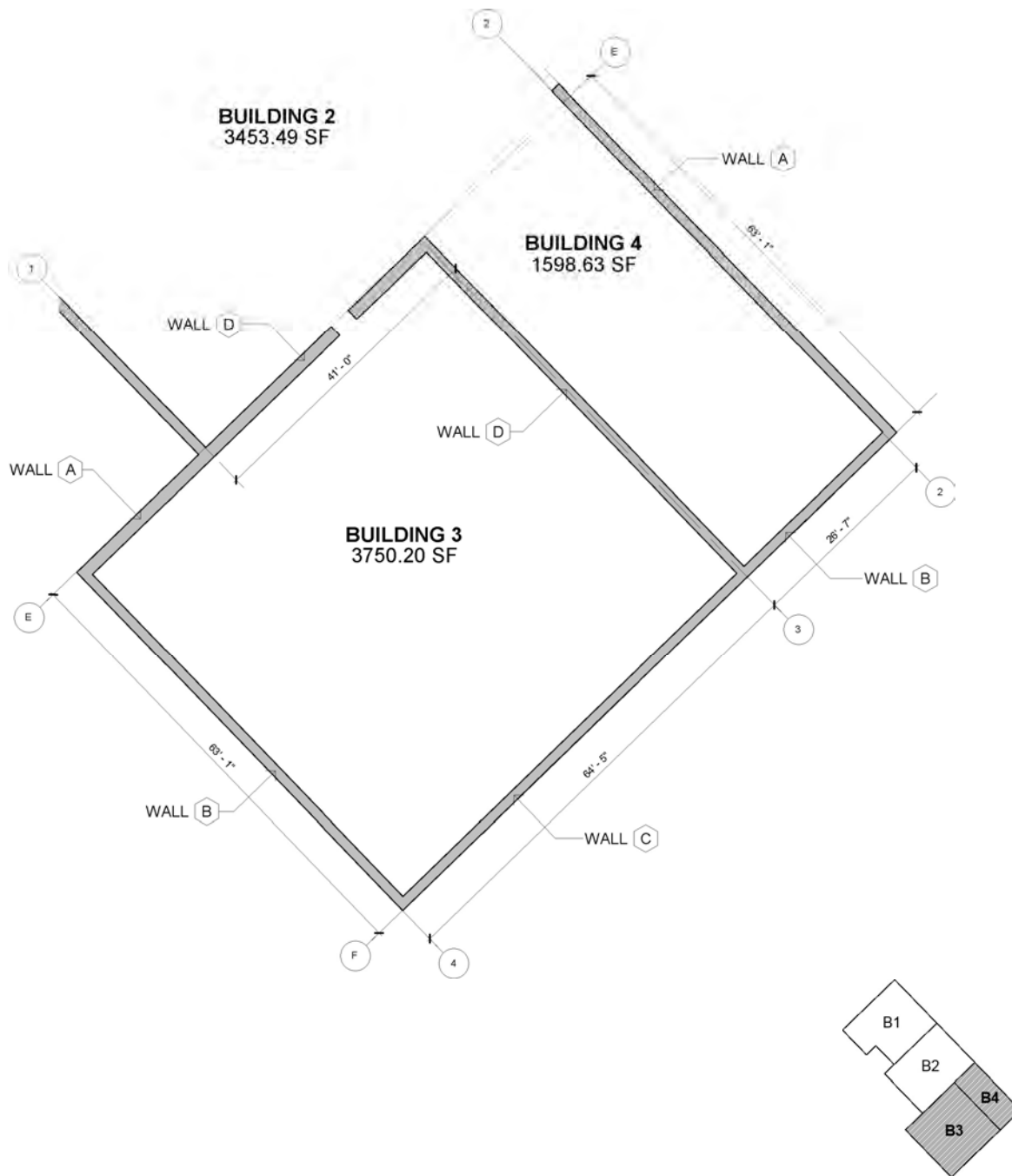
**Figure B6:** Building 2 Isometric View.

# Appendix C

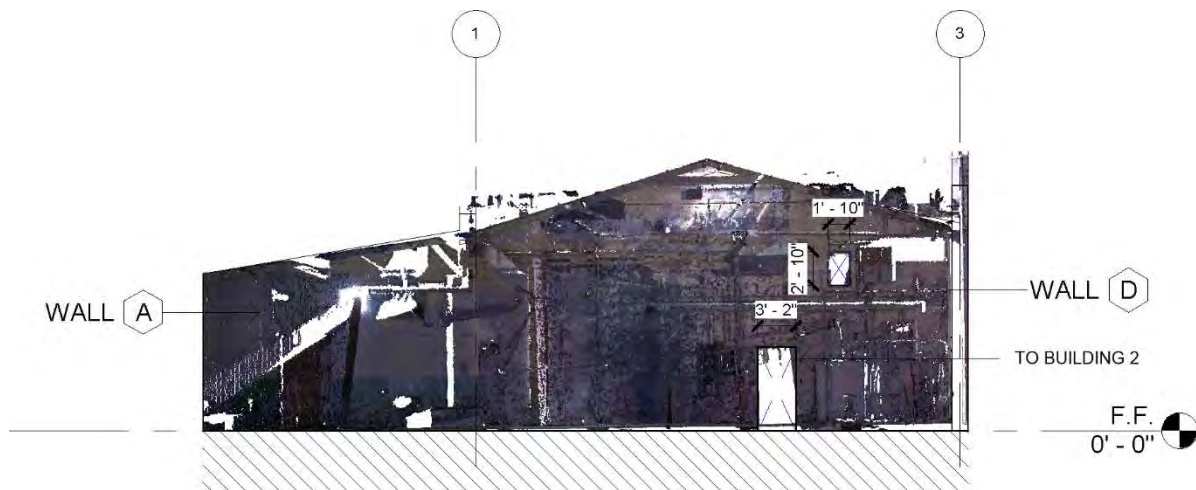
## Building 3 - 4

**wood.**





**Figure C1:** Building 3 & 4 Site Plan.

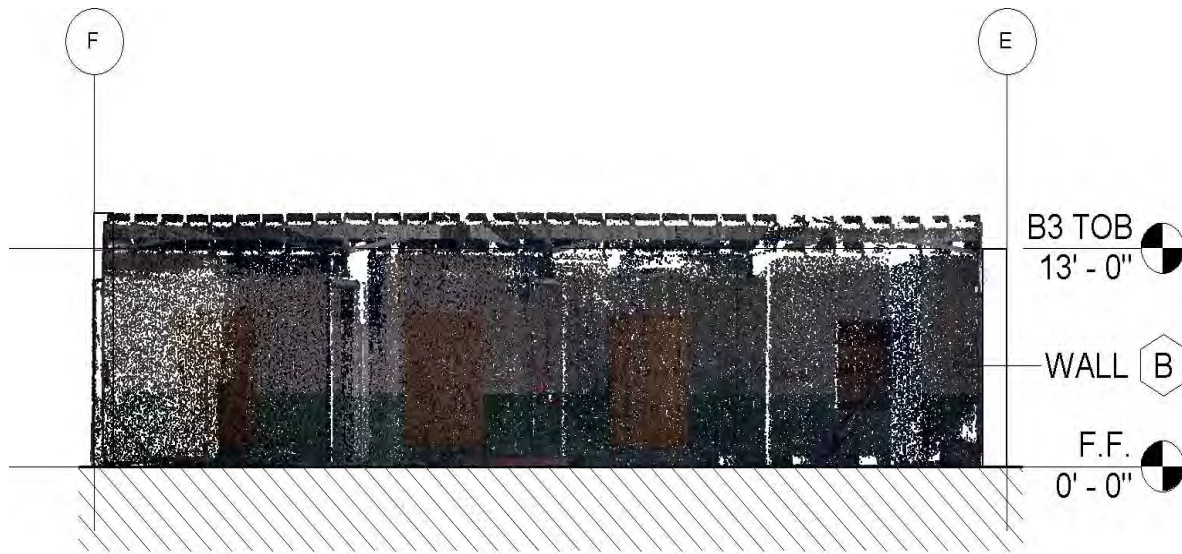


**Figure C2:** Building 3, Wall A & D from Point Cloud view.



**Figure C2.1:** Building 3, Wall A&D interior elevation from 3D view.

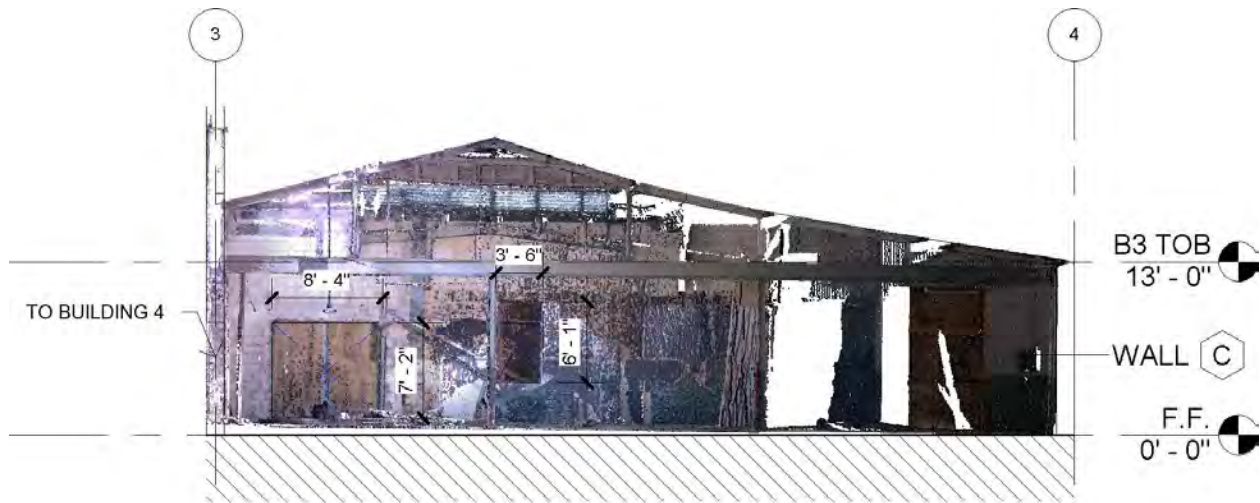




**Figure C3:** Building 3, Wall B from Point Cloud view.



**Figure C3.1:** Building 3, Wall B interior elevation from 3D view.

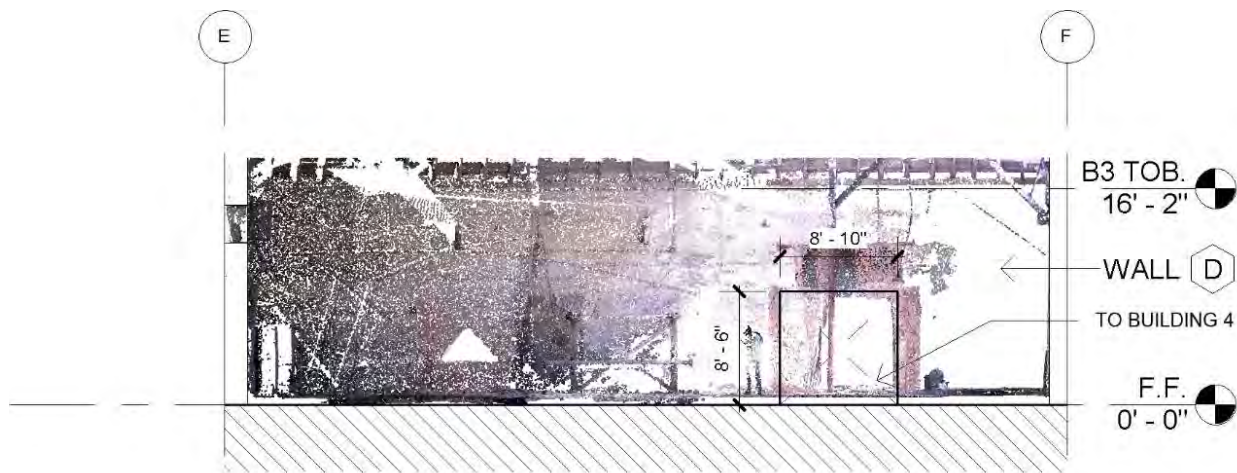


**Figure C4:** Building 3, Wall C from Point Cloud view.



**Figure C4.1:** Building 3, Wall C interior elevation from 3D view.

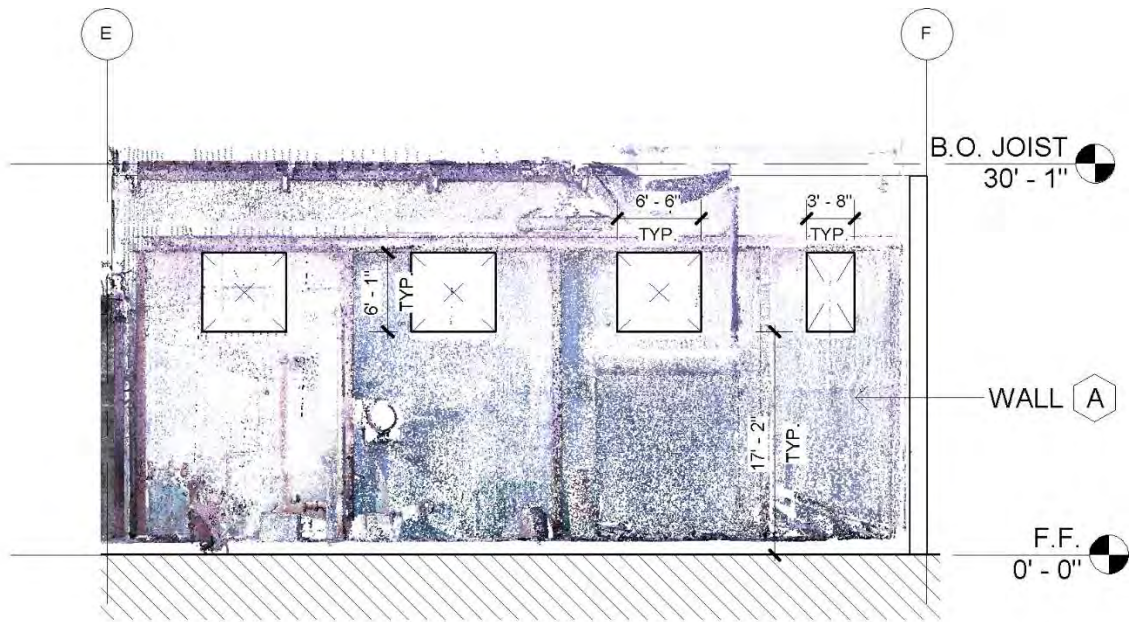




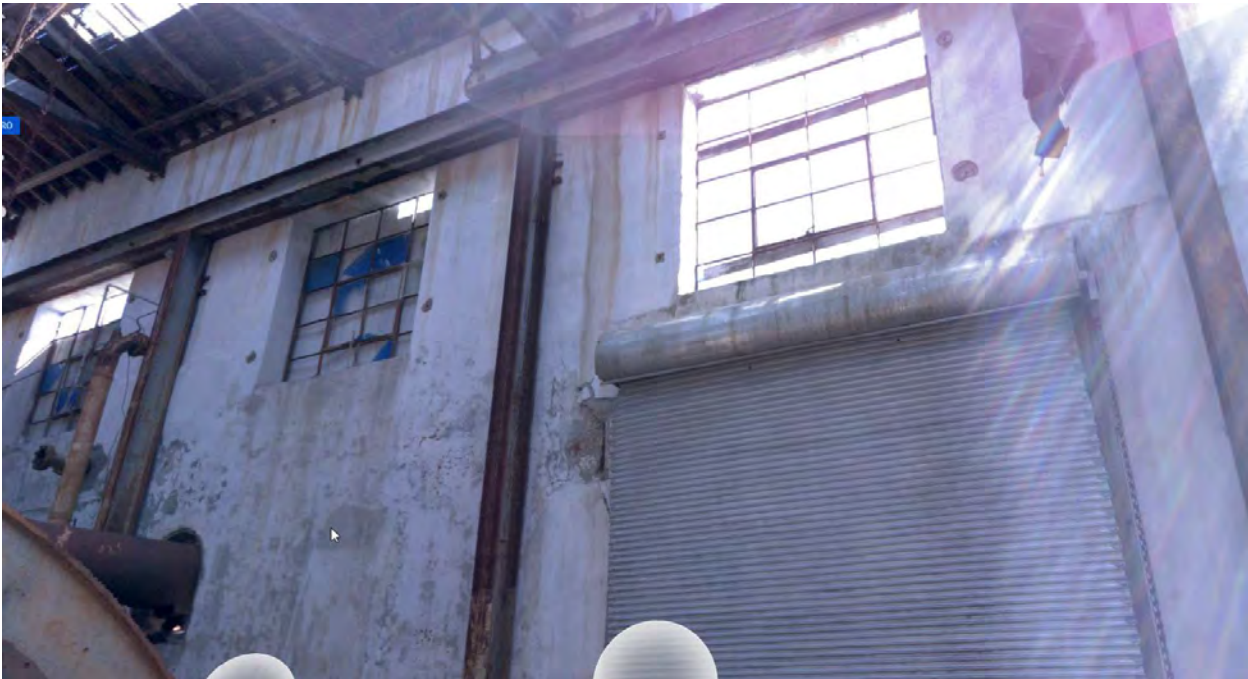
**Figure C5:** Building 3, Wall D from Point Cloud view.



**Figure C5.1:** Building 3, Wall D interior elevation from 3D view.

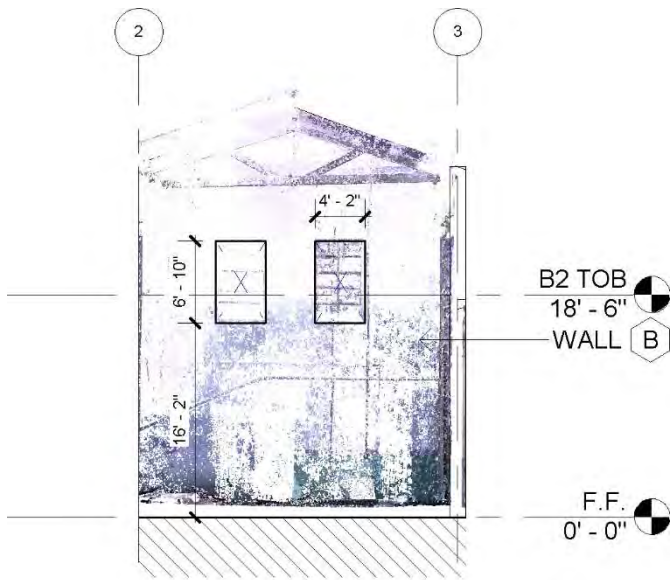


**Figure C6:** Building 4, Wall A from Point Cloud view.



**Figure C6.1:** Building 4, Wall A interior elevation from 3D view.

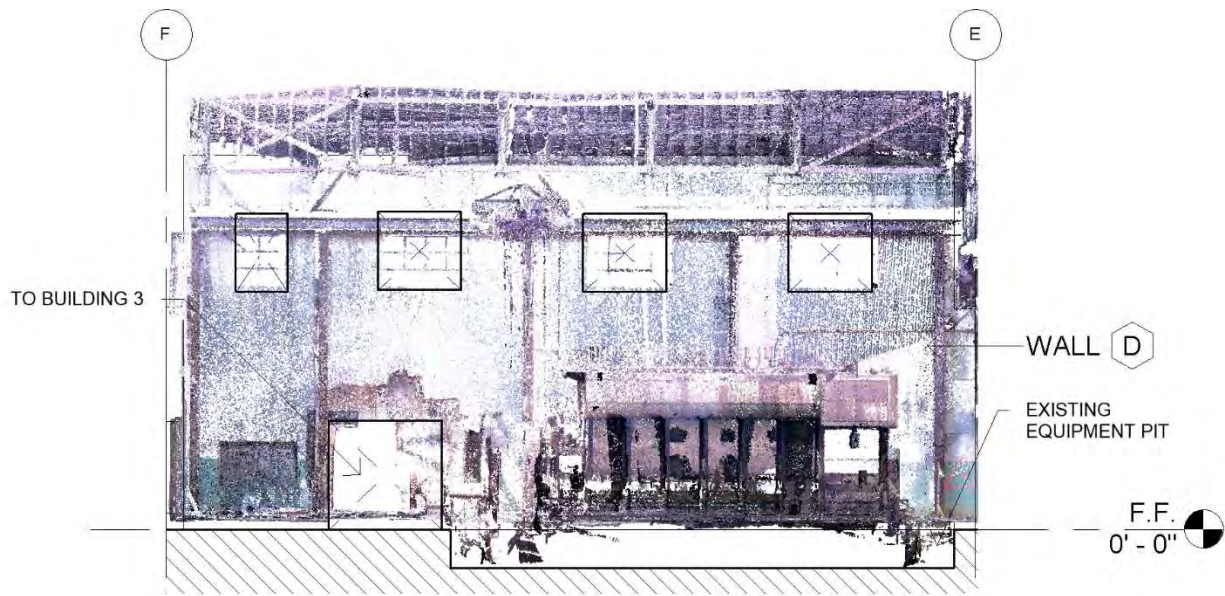




**Figure C7:** Building 4, Wall C from Point Cloud view.



**Figure C7.1:** Building 4, Wall C interior elevation from 3D view.

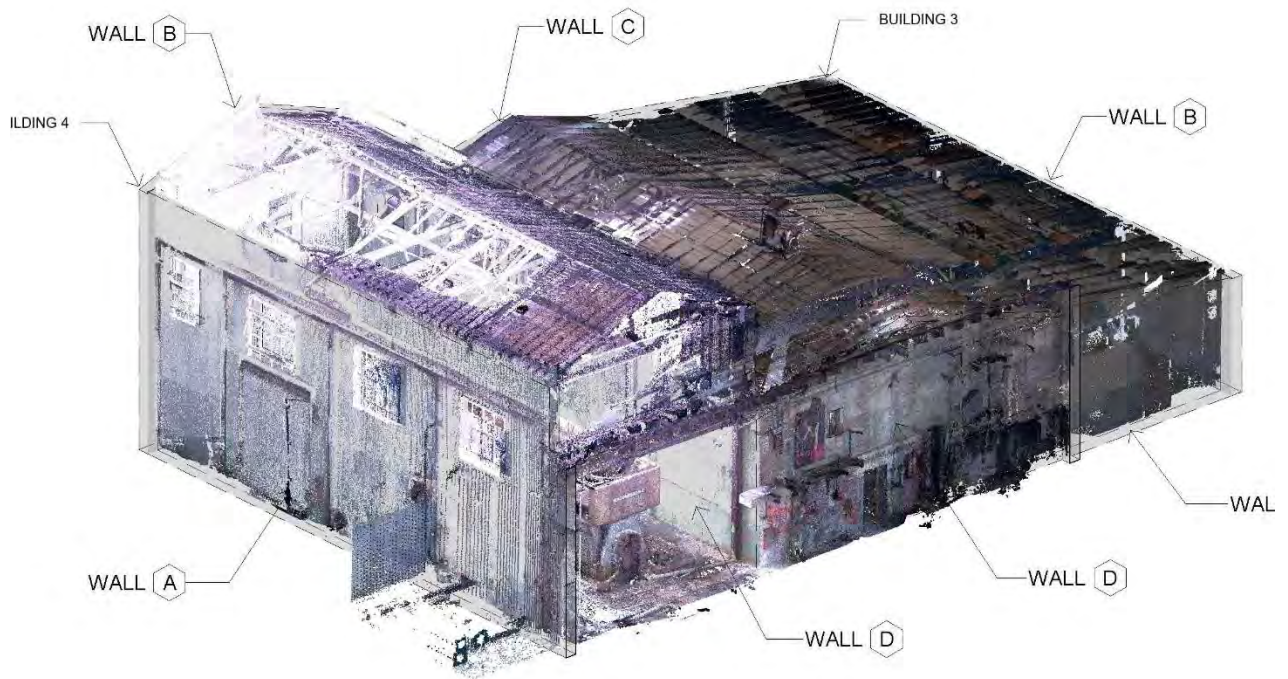


**Figure C8:** Building 4, Wall D from Point Cloud view.



**Figure C8.1:** Building 4, Wall D interior elevation from 3D view.





**Figure C9:** Isometric view Building 3-4.

## Appendix D Building 5

**wood.**







Figure D1: Building 5 from the South East.



Figure D2: Building 5 from the North East.



Figure D3: Plan view of Building 5.

# Appendix E Building Estimate

**wood.**



**wood.**

511 Congress Street  
Portland, Maine 04101  
Phone: (207) 828-2618



Project: Monroe County Diesel Plant - Restoration Budget Development  
Location: Key West, Florida  
Prepared By: Wood.  
Date: May 30, 2018

	Stackwall Repair	Steelwall Repair
Building 1	\$ 509,020	\$ 806,073
Building 2	\$ 747,729	\$ 980,744
Building 3	\$ 938,455	\$ 1,223,670
Building 4	\$ 453,546	\$ 648,433
Building 5	\$ 62,278	\$ 62,278
Total	\$ 2,711,028	\$ 3,721,198

**BASIS FOR COST ESTIMATE**

- 1 The cost estimate is based upon drawings and information supplied by the Client, Architects, and Engineers. The architects and engineers have made a site visit to the project location.
- 2 Material Unit Costs are based on multiple sources including in-house, estimating publications, estimating programs such as R. S. Means 2018, and National Estimator 2018.
- 3 Craft rates and crew mixes are developed with assistance from multiple sources including in-house, estimating programs such as R. S. Means 2018 and National Estimator 2018. Commercial and industrial wage rates to satisfy Davis Bacon Wage Rate requirements.
- 4 Equipment costs based on latest rental rates from multiple sources including in-house, estimating programs such as R. S. Means 2018 and National Estimator 2018.
- 5 Estimating procedures and practices are adhered to as established by the American Society of Professional Estimators, Association for Advancement of Cost Engineering and Unified Facility Criteria UFC 3-710-01, UFC 3-710-a and UFC 3-740-05.
- 6 Overtime and night differential pay has been considered or included within this cost estimate.
- 7 The contractor profile is of a small contractor that self performs most of the work while subcontracting MEP.
- 8 Items which may change the estimated construction costs include but are not limited to:
  - a. Additions, deletions or modifications to the project work without repricing
  - b. Unforeseen phasing requirements
  - c. Any specified items which cannot be obtained from at least three (3) alternate sources
- 9 Office furnishings, art, and office equipment are not included in this estimate.
- 10 This project is a tax-exempt project for materials and equipment.
- 11 NOTE that mechanical and electrical trade contract pricing has been volatile and have experienced escalations on a national basis.
- 12 Crude Oil prices have moved from \$64 per barrel to \$75 per barrel in one month.
- 12 Steel spot prices in southern Florida have ranged from \$2.30 to \$4.50 per pond for commercial work.

wood.

511 Congress Street  
Portland, Maine 04101  
Phone: (207) 828-2618

**Project:** Monroe County Diesel Plant - Restoration Budget Development  
**Subject Location:** Key West,  
**Client:** Monroe County Board of Commissioners  
**Prepared By:** wood.

**Design Excluding Structure Steel Wall Reinforcing**

	Building 1	Building 2	Building 3	Building 4	Building 5	Total
<b>Building Square Feet</b>	<b>3,425</b>	<b>3,657</b>	<b>3,720</b>	<b>1,620</b>	<b>170</b>	<b>12,592</b>
<b>Division 1 - General Conditions</b>	see G&A/GC below	see G&A/GC below	see G&A/GC below	see G&A/GC below	see G&A/GC below	see G&A/GC below
<b>Division 2 - Existing Conditions</b>	\$ 45,659	\$ 46,482	\$ 46,706	\$ 39,251	\$ 12,104	\$ 190,202
<b>Division 3 - Concrete</b>	\$ 4,414	\$ 4,649	\$ 5,975	\$ 2,452	\$ 2,769	\$ 20,260
<b>Division 4 - Masonry</b>	\$ 124,552	\$ 122,864	\$ 111,797	\$ 63,299	\$ -	\$ 422,511
<b>Division 5 - Metals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 6 - Wood &amp; Plastics</b>	\$ -	\$ 124,815	\$ 125,002	\$ 64,454	\$ -	\$ 314,271
<b>Division 7 - Thermal &amp; Moisture Protection</b>	\$ 19,800	\$ 75,942	\$ 88,800	\$ 41,916	\$ 3,514	\$ 229,972
<b>Division 8 - Doors &amp; Windows</b>	\$ 85,643	\$ 57,070	\$ 173,484	\$ 36,267	\$ -	\$ 352,464
<b>Division 9 - Finishes</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 10 - Specialties</b>	\$ 441	\$ 441	\$ 441	\$ 441	\$ 441	\$ 2,205
<b>Division 11 - Equipment</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 12 - Furnishings</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 13 - Special Construction</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 14 - Conveyors</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 21 - Sprinkler</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 22 - Plumbing</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 23 - Mechanical - HVAC</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 26 - Electrical</b>	\$ 27,206	\$ 27,206	\$ 27,206	\$ 27,206	\$ 9,512	\$ 118,338
<b>Division 31 - Earthwork</b>	\$ 2,881	\$ 1,627	\$ 1,954	\$ 363	\$ 403	\$ 7,228
<b>Division 32 - Exterior Improvements</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 33 - Utilities</b>	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
<b>Sub Total</b>	<b>\$ 320,596</b>	<b>\$ 471,097</b>	<b>\$ 591,366</b>	<b>\$ 285,650</b>	<b>\$ 38,743</b>	<b>\$ 1,707,451</b>
<b>G&amp;A and GC's</b>	15% \$ 49,532	\$ 72,784	\$ 91,366	\$ 44,133	\$ 5,986	\$ 263,801
<b>Contractor Fee</b>	8% \$ 27,090	\$ 39,808	\$ 49,970	\$ 24,137	\$ 3,274	\$ 144,280
<b>Contingency</b>	20% \$ 65,562	\$ 96,339	\$ 120,934	\$ 58,415	\$ 7,923	\$ 349,174
<b>Sub Total</b>	\$ 462,780	\$ 680,029	\$ 853,637	\$ 412,335	\$ 55,925	\$ 2,464,706
<b>P &amp; P Bond</b>	Y 6,579	\$ 9,440	\$ 11,697	\$ 5,873	\$ 1,500	\$ 35,089
<b>Total Probable Cost to Construct</b>	<b>\$ 469,359</b>	<b>\$ 689,469</b>	<b>\$ 865,335</b>	<b>\$ 418,208</b>	<b>\$ 57,425</b>	<b>\$ 2,499,795</b>
<b>Architectural &amp; Engineering Service</b>	8% \$ 39,661	\$ 58,260	\$ 73,121	\$ 35,339	\$ 4,852	\$ 211,233
<b>Probable Project Cost</b>	<b>\$ 509,020</b>	<b>\$ 747,729</b>	<b>\$ 938,455</b>	<b>\$ 453,546</b>	<b>\$ 62,278</b>	<b>\$ 2,711,028</b>

**Cost per Square Foot**

\$148.62

\$204.47

\$252.27

\$279.97

\$366.34

\$215.30

wood.

**FOR OFFICIAL USE ONLY - CONTROLLED INFORMATION**

**Design Including Structure Steel Wall Reinforcing**

Building Square Feet	Design Including Structure Steel Wall Reinforcing					
	Building 1	Building 2	Building 3	Building 4	Building 5	Total
	3,425	3,657	3,720	1,620	170	12,592
<b>Division 1 - General Conditions</b>	see G&A/GC below	see G&A/GC below	see G&A/GC below	see G&A/GC below	see G&A/GC below	see G&A/GC below
<b>Division 2 - Existing Conditions</b>	\$ 45,659	\$ 46,482	\$ 46,706	\$ 39,251	\$ 12,104	\$ 190,202
<b>Division 3 - Concrete</b>	\$ 4,414	\$ 4,649	\$ 5,975	\$ 2,452	\$ 2,769	\$ 20,260
<b>Division 4 - Masonry</b>	\$ 124,552	\$ 122,864	\$ 111,797	\$ 63,299	\$ -	\$ 422,511
<b>Division 5 - Metals</b>	\$ 187,292	\$ 146,936	\$ 179,998	\$ 122,833	\$ -	\$ 637,059
<b>Division 6 - Wood &amp; Plastics</b>	\$ -	\$ 124,815	\$ 125,002	\$ 64,454	\$ -	\$ 314,271
<b>Division 7 - Thermal &amp; Moisture Protection</b>	\$ 19,800	\$ 75,942	\$ 88,800	\$ 41,916	\$ 3,514	\$ 229,972
<b>Division 8 - Doors &amp; Windows</b>	\$ 85,643	\$ 57,070	\$ 173,484	\$ 36,267	\$ -	\$ 352,464
<b>Division 9 - Finishes</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 10 - Specialties</b>	\$ 441	\$ 441	\$ 441	\$ 441	\$ 441	\$ 2,205
<b>Division 11 - Equipment</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 12 - Furnishings</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 13 - Special Construction</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 14 - Conveyors</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 21 - Sprinkler</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 22 - Plumbing</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 23 - Mechanical - HVAC</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 26 - Electrical</b>	\$ 27,206	\$ 27,206	\$ 27,206	\$ 27,206	\$ 9,512	\$ 118,338
<b>Division 31 - Earthwork</b>	\$ 2,881	\$ 1,627	\$ 1,954	\$ 363	\$ 403	\$ 7,228
<b>Division 32 - Exterior Improvements</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Division 33 - Utilities</b>	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
<b>Sub Total</b>	<b>\$ 507,888</b>	<b>\$ 618,033</b>	<b>\$ 771,365</b>	<b>\$ 408,482</b>	<b>\$ 38,743</b>	<b>\$ 2,344,511</b>
<b>G&amp;A and GC's</b>	15% \$ 78,468.70	\$ 95,486.10	\$ 119,176	\$ 63,111	\$ 5,986	\$ 362,227
<b>Contractor Fee</b>	8% \$ 42,916.54	\$ 52,223.79	\$ 65,180	\$ 34,517	\$ 3,274	\$ 198,111
<b>Contingency</b>	20% \$ 103,863.10	\$ 126,387.75	\$ 157,744	\$ 83,535	\$ 7,923	\$ 479,452
<b>Sub Total</b>	\$ 733,136	\$ 892,131	\$ 1,113,465	\$ 589,644	\$ 55,925	\$ 3,384,301
<b>P &amp; P Bond</b>	Y \$ 10,131	\$ 12,198	\$ 14,862	\$ 8,265	\$ 1,500	\$ 46,955
<b>Total Probable Cost to Construct</b>	<b>\$ 743,267</b>	<b>\$ 904,328</b>	<b>\$ 1,128,327</b>	<b>\$ 597,910</b>	<b>\$ 57,425</b>	<b>\$ 3,431,257</b>
<b>Architectural &amp; Engineering Service</b>	8% \$ 62,806	\$ 76,416	\$ 95,344	\$ 50,523	\$ 4,852	\$ 289,941
<b>Probable Project Cost</b>	<b>\$ 806,073</b>	<b>\$ 980,744</b>	<b>\$ 1,223,670</b>	<b>\$ 648,433</b>	<b>\$ 62,278</b>	<b>\$ 3,721,198</b>
<b>Cost per Square Foot</b>	\$235.35	\$268.18	\$328.94	\$400.27	\$366.34	\$295.52

**Diesel Plant Repair Project  
Building 1  
Monroe County Board of Commissioners**

3,425 sf

Division 2

ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 2 - Existing Conditions													
Abatement													
Asbestos Abatement	1	allw	-	-	-	-	10,000.00	10,000.00	-	-	-	-	10,000.00
Lead Paint Abatement	1	allw	-	-	-	-	3,500.00	3,500.00	-	-	-	-	3,500.00
Contaminated Soils	1	allw	-	-	-	-	5,000.00	5,000.00	-	-	-	-	5,000.00
Shoring - Heavy Duty	1	allw	-	-	-	-	15,000.00	15,000.00	-	-	-	-	15,000.00
Remove all electric and mechanical devices - leave Gen Set	3,425	sf	-	-	-	-	3.25	11,131.25	-	-	-	-	11,131.25
Broom Clean and dump	3,425	sf	-	-	-	-	0.30	1,027.50	-	-	-	-	1,027.50
TOTAL EXISTING CONDITIONS				0.00		0.00		45,658.75		0.00		0.00	45,659

Division 3													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 3 - Concrete													
Building Slab Repair (Cut and Square Edges, Structural Gravel, Dowels, Placement)													
Pit Infill Slab Structure	304	sf											
Ready Mix Materials	4	cy	-	-	145.00	543.65	-	-	-	-	-	-	543.65
Admixtures - mid range	4	cy	-	-	3.00	11.25	-	-	-	-	-	-	11.25
Fiber Mesh	4	cy	-	-	5.00	20.00	-	-	-	-	-	-	20.00
Dowels	70	ea	15.00	1,050.00	3.00	210.00	-	-	-	-	-	-	1,260.00
SOG Concrete Placement	304	sf	2.00	608.00	-	-	-	-	-	-	-	-	608.00
Cure	304	sf	0.05	15.20	0.02	6.08	-	-	-	-	-	-	21.28
Caulk Control Joint & Saw Cuts	0	lf	1.00	-	0.44	-	-	-	-	-	-	-	0.00
Pour Prep	1	ls	450.00	450.00	-	-	-	-	-	-	-	-	450.00
Pumps	1	ea	-	-	-	-	-	-	1,500.00	1,500.00	-	-	1,500.00
TOTAL CONCRETE				2,123.20		790.98		0.00		1,500.00		0.00	4,414

Division 4														
ITEM DESCRIPTION		Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
		Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 4 - Masonry														
Exterior Masonry Repair														
Exterior Scaffold		5,670	sf	-	-	-	-	4.50	25,515.00	-	-	-	-	25,515.00
Reinforced Plastic Wrap for Dust Control		5,670	sf	-	-	-	-	3.10	17,577.00	-	-	-	-	17,577.00
Water Hookup		1	ls	-	-	-	-	1,500.00	1,500.00	-	-	-	-	1,500.00
daily														
mason1		54												
mason2		36												
mason3		36												
mason4		36												
mason5		36												
mixer		36												
Rack Truck		74												
Pickup Truck		46												
1740		15	days	-	-	-	-	1,740.00	26,100.00	-	-	-	-	26,100.00
Structure Crack Repair			lf	-	-	-	-	41.00	-	-	-	-	-	0.00
Interior Masonry Repair														
Interior Scaffold		709	sf	-	-	-	-	4.50	3,190.50	-	-	-	-	3,190.50
Interior Elevation 1 Repoint		1,534	sf	-	-	-	-	8.00	12,272.00	-	-	-	-	12,272.00
Interior Elevation 2.0 Repoint		961	sf	-	-	-	-	8.00	7,688.00	-	-	-	-	7,688.00
Interior Elevation 2.1 Repoint		397	sf	-	-	-	-	8.00	3,176.00	-	-	-	-	3,176.00



Interior Elevation 3 Repoint	692	sf	-	-	-	-	8.00	5,536.00	-	-	-	-	5,536.00
Interior Elevation 4 Repoint	1,614	sf	-	-	-	-	8.00	12,912.00	-	-	-	-	12,912.00
Structure Crack Repair	85	lf	-	-	-	-	41.00	3,485.00	-	-	-	-	3,485.00
Infills	10	ea	-	-	-	-	560.00	5,600.00	-	-	-	-	5,600.00
<b>TOTAL MASONRY</b>							<b>0.00</b>	<b>0.00</b>	<b>124,551.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>124,551.50</b>

Division 5

ITEM DESCRIPTION		Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
		Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 5 - Metals														
OPTION 2 ONLY														
Footing Installation														
Excavate	Slab Removal & Excavate	15	ea	-	-	-	-	385.00	5,775.00	-	-	-	-	5,775.00
2'x2'x1.5'	Reinforced Concrete	15	ea	-	-	-	-	425.00	6,375.00	-	-	-	-	6,375.00
	diamond expansion joint	15	ea	-	-	-	-	120.00	1,800.00	-	-	-	-	1,800.00
Steel Frame														
Materials														
Beams	lf	ea												
W14 x 61	30	15	27450											
W12 x 30	15	27	12150											
		42	39600											
	\$2,500	21	tns	-	-	6,500.00	135,135.00	-	-	-	-	-	-	135,135.00
Primer		21	tns	-	-	250.00	5,197.50	-	-	-	-	-	-	5,197.50
	\$2.5 per pd Industrial													
	\$4.30 per pd Commercial													
Bolts		168	ea	-	-	12.25	2,058.00	-	-	-	-	-	-	2,058.00
Shim Stock		1	ls	-	-	500.00	500.00	-	-	-	-	-	-	500.00
Grout		15	sacks	-	-	30.00	450.00	-	-	-	-	-	-	450.00
Welding Gas & Sundry		1	ls	-	-	600.00	600.00	-	-	-	-	-	-	600.00
Labor														
	hr		daily											
Labor foreman	\$65.55		\$524.40											
Steel Erector 1	\$55.00		\$440.00											
Steel Erector 2	\$55.00		\$440.00											
Steel Erector 3	\$55.00		\$440.00											
Pick up truck			\$36.00											
Rack truck			\$101.00											
Hoist & Lifts			\$673.00											
Perdiem			\$1,250.00											
Overhead & Profit			\$875.95											
Daily Burn Rate			\$4,780.35											
	Steel Contractor	5	day	\$4,780.35	23,901.76	-	-	-	-	-	-	-	-	23,901.76
	Crane Service	5	day	-	-	-	-	1,100.00	5,500.00	-	-	-	-	5,500.00
TOTAL METALS														
				23,901.76		143,940.50		19,450.00		0.00		0.00		187,292

Division 6													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 6 - Wood & Plastics													
Building Roof Framing	rebuild on existing steel	3,863	sf										
	Beam Pads		ea	-	-	-	-	-	-	-	-	-	0.00
	Roof Trusses		ea	-	-	-	-	-	-	-	-	-	0.00
	Truss Spacers 2x4		lf	-	-	-	-	-	-	-	-	-	0.00
	Roof Strapping 2x4		3f	-	-	-	-	-	-	-	-	-	0.00
	Roof Sheathing 5/8" PLY		sheets	-	-	-	-	-	-	-	-	-	0.00
	Ice & Water Shield		rolls	-	-	-	-	-	-	-	-	-	0.00
	Roof Soffit		rf	-	-	-	-	-	-	-	-	-	0.00
	Endwall Framing & Sheathing		sf	-	-	-	-	-	-	-	-	-	0.00
	Timber Frame Components		ls	-	-	-	-	-	-	-	-	-	0.00
	Hardware, hangers & fasteners		ls	-	-	-	-	-	-	-	-	-	0.00



Carpenter Crew	6 men 2 weeks	0	-	-	-	-	-	-	-	-	-	-	0.00
TOTAL WOOD & PLASTICS													
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0

Division 7														
ITEM DESCRIPTION		Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
		Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 7 - Thermal & Moisture Protection														
Exterior Stuccos Finish		0	sf	-	-	-	-	-	-	-	-	-	-	0.00
Metal Roofing Not Used		0	sf	-	-	-	-	-	-	-	-	-	-	0.00
Metal Gutter Not Used		0	lf	-	-	-	-	-	-	-	-	-	-	0.00
Joint Sealants Not Used		0	ls	-	-	-	-	-	-	-	-	-	-	0.00
Metal Panel Repair		1,100	ls	-	-	-	-	18.00	19,800.00	-	-	-	-	19,800.00
TOTAL THERMO MOISTURE					0.00		0.00		19,800.00		0.00		0.00	19,800

Division 8														
ITEM DESCRIPTION		Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
		Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 8 - Doors & Windows														
Interior Doors														
None		0	ea	-	-	-	-	-	-	-	-	-	-	0.00
Exterior Doors														
Door & Hardware		1	ea	455.00	455.00	1,121.00	1,121.00	-	-	-	-	-	-	1,576.00
Windows and Glazing														
Window Opening Rebuild		16	ea	-	-	-	-	500.00	8,000.00	-	-	-	-	8,000.00
Materials														
Windows														
1	A Type	21	sf	-	-	44.88	942.51	-	-	-	-	-	-	942.51
2	A Type	21	sf	-	-	44.88	942.51	-	-	-	-	-	-	942.51
3	A Type	21	sf	-	-	44.88	942.51	-	-	-	-	-	-	942.51
4	A Type	21	sf	-	-	44.88	942.51	-	-	-	-	-	-	942.51
5	A Type	21	sf	-	-	44.88	942.51	-	-	-	-	-	-	942.51
1	B Type	62	sf	-	-	44.88	2,782.63	-	-	-	-	-	-	2,782.63
2	B Type	62	sf	-	-	44.88	2,782.63	-	-	-	-	-	-	2,782.63
3	B Type	62	sf	-	-	44.88	2,782.63	-	-	-	-	-	-	2,782.63
4	B Type	62	sf	-	-	44.88	2,782.63	-	-	-	-	-	-	2,782.63
5	B Type	62	sf	-	-	44.88	2,782.63	-	-	-	-	-	-	2,782.63
1	C Type	100	sf	-	-	44.88	4,488.12	-	-	-	-	-	-	4,488.12
2	C Type	100	sf	-	-	44.88	4,488.12	-	-	-	-	-	-	4,488.12
3	C Type	100	sf	-	-	44.88	4,488.12	-	-	-	-	-	-	4,488.12
4	C Type	100	sf	-	-	44.88	4,488.12	-	-	-	-	-	-	4,488.12
5	C Type	100	sf	-	-	44.88	4,488.12	-	-	-	-	-	-	4,488.12
Tinting		915	sf	-	-	2.00	1,830.00	-	-	-	-	-	-	1,830.00
Window Bucks														
If														
A Type		18	ea	-	-	36.66	183.30	-	-	-	-	-	-	183.30
B Type		31	ea	-	-	62.99	377.95	-	-	-	-	-	-	377.95
C Type		40	ea	-	-	80.00	400.00	-	-	-	-	-	-	400.00
Fasteners 1/4" x 3 1/4" Concrete Screw Slot Hex Washer Hd Blue Polymer 4" on Ctr														
A Type		275	ea	-	-	0.72	197.97	-	-	-	-	-	-	197.97
B Type		567	ea	-	-	0.72	408.19	-	-	-	-	-	-	408.19
C Type		600	ea	-	-	0.72	432.00	-	-	-	-	-	-	432.00
Caulking		1	ls	-	-	300.00	300.00	-	-	-	-	-	-	300.00
Window Security Screens		915	sf	-	-	-	-	20.00	18,300.00	-	-	-	-	18,300.00
Installation Crew														
hourly		daily												
Foreman		50.00	\$400.00	-	-	-	-	-	-	-	-	-	-	0.00
journeyman 1		38.00	\$304.00	-	-	-	-	-	-	-	-	-	-	0.00
journeyman 2		38.00	\$304.00	-	-	-	-	-	-	-	-	-	-	0.00
journeyman 3		38.00	\$304.00	-	-	-	-	-	-	-	-	-	-	0.00

Pick up truck	\$35.00					-	-	-	-	-	-	-	-	0.00
Rack Truck	\$125.00					-	-	-	-	-	-	-	-	0.00
Van with tools and parts	\$185.00					-	-	-	-	-	-	-	-	0.00
Per diem	\$1,300.00													
Daily Sub Total	\$2,957.00	1	Days	\$2,957.00	2,957.00	-	-	-	-	-	-	-	-	2,957.00
	sf													
Barn Door 1	95	1	ea	1,140.00	1,140.00	3,230.00	3,230.00	-	-	-	-	-	-	4,370.00
Barn Door 2	114	1	ea	1,368.00	1,368.00	3,876.00	3,876.00	-	-	-	-	-	-	5,244.00
<b>TOTAL DOORS &amp; WINDOWS</b>					5,920.00		53,422.71		26,300.00		0.00		0.00	85,643

Division 9													
Division 10													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 10 - Specialties													
Interior Signage	2	ea	12.00	24.00	150.00	300.00	-	-	-	-	-	-	324.00
Fire Extinguisher on Brackets	1	ea	50.00	50.00	67.00	67.00	-	-	-	-	-	-	117.00
TOTAL SPECIALTIES				74.00		367.00		0.00		0.00		0.00	441

Division 11

Division 12

Division 13

Division 14

Division 21

Division 22

Division 23

Division 26

ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 26 - Electrical													
Construction Temp Power	1	ls	-	-	-	-	2,300.00	2,300.00	-	-	-	-	2,300.00
Construction illumination	3,424	sf	-	-	-	-	-	-	-	-	0.50	1,712.00	1,712.00
													0.00
Panel 480Y,270V, 42 circuits	1	ea	4,065.00	4,065.00	1,575.00	1,575.00	-	-	-	-	-	-	5,640.00
Dry Transformer	1	ea	220.00	220.00	340.00	340.00	-	-	-	-	-	-	560.00
2'x4' Fixture	4	ea	74.00	296.00	153.00	612.00	-	-	-	-	-	-	908.00
Emergency ballast, factory installed	2	ea	0.00	0.00	157.00	314.00	-	-	-	-	-	-	314.00
Fixture wiring whip	4	ea	12.40	49.60	15.00	60.00	-	-	-	-	-	-	109.60
Exit light, LED, single face w/battery	2	ea	84.00	168.00	126.00	252.00	-	-	-	-	-	-	420.00
Emergency Light with Battery Backup	4	ea	110.00	440.00	162.00	648.00	-	-	-	-	-	-	1,088.00
Toggle switch, single pole with occupancy sensor	1	ea	14.50	14.50	8.40	8.40	-	-	-	-	-	-	22.90
Receptacle, GFI, 20A	3	ea	14.50	43.50	35.50	106.50	-	-	-	-	-	-	150.00
Electrical metallic tubing, 3/4"	117	lf	3.80	444.60	1.91	223.47	-	-	-	-	-	-	668.07
Wire, #12 solid	2.81	clf	34.00	95.54	15.90	44.68	-	-	-	-	-	-	140.22
Wall plate, 1-gang	4	ea	5.56	22.24	1.34	5.36	-	-	-	-	-	-	27.60
Manual motor starter, 1-pole	3	ea	58.00	174.00	62.50	187.50	-	-	-	-	-	-	361.50
Wire, #1/0	0.6	clf	111.00	66.60	254.00	152.40	-	-	-	-	-	-	219.00
Wire, #6	0.15	clf	57.00	8.55	62.00	9.30	-	-	-	-	-	-	17.85
Wire, #2	2.2	clf	82.00	180.40	155.00	341.00	-	-	-	-	-	-	521.40
Wire, #8	0.55	clf	46.50	25.58	41.50	22.83	-	-	-	-	-	-	48.40
Wire, #4	0.15	clf	70.00	10.50	98.50	14.78	-	-	-	-	-	-	25.28
Grounding	1	ls	-	-	-	-	8,200.00	8,200.00	-	-	-	-	8,200.00
				6,324.61		4,917.21		10,500.00		0.00		1,712.00	23,453.81
Electrical Contractor Overhead	8%			505.97		393.38		840.00		-		136.96	1,876.31
Profit	8%			505.97		393.38		840.00		-		136.96	1,876.31
TOTAL ELECTRICAL				7,336.54		5,703.96		12,180.00		0.00		1,985.92	27,206.42

Division 31, 32 and 33													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 31 - Earthwork													

Building interior pit structural fill	85	cy	10.00	847.41	24.00	2,033.78	-	-	-	-	-	-	2,881.19
Sub Total Earthwork			-	847.41	-	2,033.78	-	-	-	-	-	-	2,881.19
Division 32 - Exterior Improvements													
Sidewalks	0	ls	-	-	-	-	-	-	-	-	-	-	0.00
Parking	0	ls	-	-	-	-	-	-	-	-	-	-	0.00
Landscaping	0	ls	-	-	-	-	-	-	-	-	-	-	0.00
Sub Total Exterior Improvements				-		-		-		-		-	-
Division 33 - Utilities													
Water	None	1	ls	-	-	-	-	-	-	-	-	-	0.00
Sanitary	None	1	ls	-	-	-	-	-	-	-	-	-	0.00
Electric	Hook up to exist	1	ls	-	-	-	10,000.00	10,000.00	-	-	-	-	10,000.00
Sub Total Utilities				-		-		10,000.00		-		-	10,000.00
TOTAL EARTHWORK, Exterior Finishes & Utilities				847.41		2,033.78		10,000.00		0.00		0.00	12,881.19

Labor	\$	40,203
Material	\$	206,259
Subcontract	\$	257,940
Equipment	\$	1,500
Other	\$	1,986
Total Cost	\$	507,888
	\$	507,888

**Diesel Plant Repair Project  
Building 2  
Monroe County Board of Commissioners**

3,657 sf

Division 2													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 2 - Existing Conditions													
Abatement													
Asbestos Abatement	1	allw	-	-	-	-	10,000.00	10,000.00	-	-	-	-	10,000.00
Lead Paint Abatement	1	allw	-	-	-	-	3,500.00	3,500.00	-	-	-	-	3,500.00
Contaminated Soils	1	allw	-	-	-	-	5,000.00	5,000.00	-	-	-	-	5,000.00
Shoring - Heavy Duty	1	allw	-	-	-	-	15,000.00	15,000.00	-	-	-	-	15,000.00
Remove all electric and mechanical devices - leave Gen Set	3,657	sf	-	-	-	-	3.25	11,885.25	-	-	-	-	11,885.25
Broom Clean and dump	3,657	sf	-	-	-	-	0.30	1,097.10	-	-	-	-	1,097.10
TOTAL EXISTING CONDITIONS				0.00		0.00		46,482.35		0.00		0.00	46,482

Division 3													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 3 - Concrete													
Building Slab Repair (Cut and Square Edges, Structural Gravel, Dowels, Placement)													
Pit Infill Slab Structure	250	sf											
Ready Mix Materials	3	cy	-	-	145.00	447.08	-	-	-	-	-	-	447.08
Admixtures - mid range	3	cy	-	-	3.00	9.25	-	-	-	-	-	-	9.25
Fiber Mesh	3	cy	-	-	5.00	15.42	-	-	-	-	-	-	15.42
Dowels	95	ea	15.00	1,425.00	3.00	285.00	-	-	-	-	-	-	1,710.00
SOG Concrete Placement	250	sf	2.00	500.00	-	-	-	-	-	-	-	-	500.00
Cure	250	sf	0.05	12.50	0.02	5.00	-	-	-	-	-	-	17.50
Caulk Control Joint & Saw Cuts	0	lf	1.00	-	0.44	-	-	-	-	-	-	-	0.00
Pour Prep	1	ls	450.00	450.00	-	-	-	-	-	-	-	-	450.00
Pumps	1	ea	-	-	-	-	-	-	1,500.00	1,500.00	-	-	1,500.00
TOTAL CONCRETE				2,387.50		761.75		0.00		1,500.00		0.00	4,649

Division 4													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 4 - Masonry													
Exterior Masonry Repair													
Exterior Scaffold	3,600	sf	-	-	-	-	4.50	16,200.00	-	-	-	-	16,200.00
Exterior Scaffold Reinforced Plastic Wrap for Dust Control	3,600	sf	-	-	-	-	3.10	11,160.00	-	-	-	-	11,160.00
Exterior Elevation A Repoint	1,107	sf	-	-	-	-	8.00	8,856.00	-	-	-	-	8,856.00
Exterior Elevation B Repoint	1,137	sf	-	-	-	-	8.00	9,096.00	-	-	-	-	9,096.00
Exterior Elevation C Repoint	1,129	sf	-	-	-	-	8.00	9,032.00	-	-	-	-	9,032.00
Exterior Elevation D Repoint	762	sf	-	-	-	-	8.00	6,096.00	-	-	-	-	6,096.00
Grout Masonry Door & Window Jambs	14	ea	-	-	-	-	41.00	574.00	-	-	-	-	574.00
Structure Crack Repair	85	lf	-	-	-	-	41.00	3,485.00	-	-	-	-	3,485.00
Interior Masonry Repair													
Interior Scaffold	3,600	sf	-	-	-	-	4.50	16,200.00	-	-	-	-	16,200.00
Interior Elevation 1 Repoint	1,107	sf	-	-	-	-	8.00	8,856.00	-	-	-	-	8,856.00
Interior Elevation 2 Repoint	1,137	sf	-	-	-	-	8.00	9,096.00	-	-	-	-	9,096.00
Interior Elevation 3 Repoint	1,129	sf	-	-	-	-	8.00	9,032.00	-	-	-	-	9,032.00
Interior Elevation 4 Repoint	762	sf	-	-	-	-	8.00	6,096.00	-	-	-	-	6,096.00
Structure Crack Repair	85	lf	-	-	-	-	41.00	3,485.00	-	-	-	-	3,485.00
Infills	10	ea	-	-	-	-	560.00	5,600.00	-	-	-	-	5,600.00
TOTAL MASONRY				0.00		0.00		122,864.00		0.00		0.00	122,864.00

Division 5

ITEM DESCRIPTION		Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
		Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 5 - Metals														
OPTION 2 ONLY														
Excavate	Slab Removal & Excavate	11	ea	-	-	-	-	385.00	4,235.00	-	-	-	-	4,235.00
2'x2'x1.5'	Reinforced Concrete	11	ea	-	-	-	-	425.00	4,675.00	-	-	-	-	4,675.00
	Diamond expansion joint	11	ea	-	-	-	-	120.00	1,320.00	-	-	-	-	1,320.00
Materials														
Beams	lf	ea												
W 14 x 61	30	11	20130											
W 12 x 30	15	27	12150											
		38	32280											
	\$2,500	\$95,000	17	tns	-	-	6,500.00	110,155.50	-	-	-	-	-	110,155.50
Primer			17	tns	-	-	250.00	4,236.75	-	-	-	-	-	4,236.75
	\$2.5 per pd Industrial													
	\$4.30 per pd Commercial													
Bolts		152	ea	-	-	12.25	1,862.00	-	-	-	-	-	-	1,862.00
Shim Stock		1	ls	-	-	500.00	500.00	-	-	-	-	-	-	500.00
Grout		6	sacks	-	-	30.00	180.00	-	-	-	-	-	-	180.00
Welding Gas & Sundry		1	ls	-	-	600.00	600.00	-	-	-	-	-	-	600.00
Labor														
	hr	daily												
Labor foreman	\$65.55	\$524.40												
Steel Erector 1	\$55.00	\$440.00												
Steel Erector 2	\$55.00	\$440.00												
Steel Erector 3	\$55.00	\$440.00												
Pick up truck		\$36.00												
Rack truck		\$101.00												
Hoist & Lifts		\$673.00												
Perdiem		\$1,250.00												
Overhead & Profit		\$875.95												
Daily Burn Rate		\$4,780.35												
	Steel Contractor	5	day	\$4,780.35	23,901.76	-	-	-	-	-	-	-	-	23,901.76
Crane Service		5	day	-	-	-	-	1,100.00	5,500.00	-	-	-	-	5,500.00
TOTAL METALS														
				23,901.76		117,534.25		5,500.00		0.00		0.00		146,936

Division 6														
ITEM DESCRIPTION		Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
		Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 6 - Wood & Plastics														
Building Roof Framing rebuild on existing steel		3,759	sf											
Replace in Kind Beam Pads		40	ea	-	-	24.00	960.00	-	-	-	-	-	-	960.00
Roof Joist	2x10x12	144	ea	-	-	24.00	3,456.00	-	-	-	-	-	-	3,456.00
Truss Spacers	2x4	100	lf	-	-	0.63	63.00	-	-	-	-	-	-	63.00
Roof Strapping	2x4	300	3f	-	-	0.63	189.00	-	-	-	-	-	-	189.00
Roof Sheathing	5/8" PLY	117	sheets	-	-	30.00	3,524.06	-	-	-	-	-	-	3,524.06
Roof Soffit		250	rf	-	-	65.00	16,250.00	-	-	-	-	-	-	16,250.00
Parapet Endwall Framing & Sheathing	eframe parapet	240	sf	-	-	45.00	10,800.00	-	-	-	-	-	-	10,800.00
Crickets	Roof Rafters	2x6x12	104	ea	-	-	24.00	2,496.00	-	-	-	-	-	2,496.00
	Truss Spacers	2x4	85	lf	-	-	0.63	53.55	-	-	-	-	-	53.55
	Roof Strapping	2x4	125	lf	-	-	0.63	78.75	-	-	-	-	-	78.75
	Roof Sheathing	5/8" PLY	39	sheets	-	-	30.00	1,173.51	-	-	-	-	-	1,173.51
	Ice & Water Shield	200 sf per roll	19	rolls	-	-	120.00	2,255.40	-	-	-	-	-	2,255.40
	Roof Soffit		140	rf	-	-	65.00	9,100.00	-	-	-	-	-	9,100.00
	Parapit Endwall Framing & Sheathing	eframe perrapit	552	sf	-	-	45.00	24,840.00	-	-	-	-	-	24,840.00
	Timber Frame Componets	1	ls	-	-	10,000.00	10,000.00	-	-	-	-	-	-	10,000.00
	Hardware, hangers & fasteners	1	ls	-	-	15,000.00	15,000.00	-	-	-	-	-	-	15,000.00
	Carpenter Crew	6 men 2 weeks	480	man hrs	53.20	25,536.00	-	-	-	-	-	-	-	25,536.00

<b>TOTAL WOOD &amp; PLASTICS</b>	<b>25,536.00</b>	<b>99,279.28</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>124,815</b>
----------------------------------	------------------	------------------	-------------	-------------	-------------	----------------

Division 7													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 7 - Thermal & Moisture Protection													
Exterior Stuccos Finish	0	sf	-	-	-	-	5.00	-	-	-	-	-	0.00
Metal Roofing	3,759	sf	-	-	-	-	18.00	67,662.00	-	-	-	-	67,662.00
Galv Metal Gutter	480	lf	-	-	-	-	16.00	7,680.00	-	-	-	-	7,680.00
Joint Sealants	1	ls	-	-	-	-	600.00	600.00	-	-	-	-	600.00
TOTAL THERMO MOISTURE				0.00		0.00		75,942.00		0.00		0.00	75,942

Division 8															
ITEM DESCRIPTION			Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
			Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 8 - Doors & Windows															
Interior Doors															
None			0	ea	-	-	-	-	-	-	-	-	-	-	0.00
Exterior Doors															
Double Door & Hardware			0	ea	-	-	-	-	-	-	-	-	-	-	0.00
Windows and Glazing															
Window Opening Rebuild			20	ea	-	-	-	-	500.00	10,000.00	-	-	-	-	10,000.00
Materials															
Windows															
1	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
2	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
3	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
4	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
5	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
6	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
7	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
8	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
9	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
10	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
11	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
12	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
13	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
14	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
15	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
16	A Type		18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
1	B Type		9	sf	-	-	44.88	403.93	-	-	-	-	-	-	403.93
journeyman 1	38.00	\$304.00					-	-	-	-	-	-	-	-	0.00
journeyman 2	38.00	\$304.00					-	-	-	-	-	-	-	-	0.00
journeyman 3	38.00	\$304.00													
Pick up truck		\$35.00					-	-	-	-	-	-	-	-	0.00
Rack Truck		\$125.00					-	-	-	-	-	-	-	-	0.00
Van with tools and parts		\$185.00					-	-	-	-	-	-	-	-	0.00
Per diem		\$1,300.00					-	-	-	-	-	-	-	-	0.00
Daily Sub Total		\$2,957.00	5	Days	\$2,957.00	14,785.00	-	-	-	-	-	-	-	-	14,785.00
Barn Door 1	Heavy Duty	77	1	ea	924.00	924.00	2,618.00	2,618.00	-	-	-	-	-	-	3,542.00
Barn Door 2	triple price	114	1	ea	1,368.00	1,368.00	3,876.00	3,876.00	-	-	-	-	-	-	5,244.00
Fire Extinguisher on Brackets			1	ea	50.00	50.00	67.00	67.00	-	-	-	-	-	-	117.00
Not Used			1	ea	-	-	-	-	-	-	-	-	-	-	0.00
Not Used			1	ea	-	-	-	-	-	-	-	-	-	-	0.00
TOTAL SPECIAL CONSTRUCTION					0.00		0.00		0.00		0.00		0.00		0

Division 21													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 21 - Fire Protection													

None Required	1	ea	-	-	-	-	-	-	-	-	-	0.00
TOTAL MECHANICAL			0.00		0.00		0.00		0.00		0	

<b>Division 22</b>													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
<b>Division 22 - Plumbing</b>													
See Demolition in Division 2													
Plumbing Contractor Overhead	8%			-		-		-		-		-	-
Profit	8%			-		-		-		-		-	-
<b>TOTAL PLUMBING</b>				<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0.00</b>

<b>Division 23</b>													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
<b>Division 23 - Mechanical - HVAC</b>													
See Demolition in Division 2	1	ls	-	-	-	-	-	-	-	-	-	-	0.00
				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
HVAC Contractor Overhead	8%			-		-		-		-		-	-
Profit	8%			-		-		-		-		-	-
<b>TOTAL HVAC</b>				<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0.00</b>

<b>Division 26</b>													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
<b>Division 26 - Electrical</b>													
Construction Temp Power	1	ls	-	-	-	-	2,300.00	2,300.00	-	-	-	-	2,300.00
Construction illumination	3,424	sf	-	-	-	-	-	-	-	-	0.50	1,712.00	1,712.00
													0.00
Panel 480Y,270V, 42 circuits	1	ea	4,065.00	4,065.00	1,575.00	1,575.00	-	-	-	-	-	-	5,640.00
Dry Transformer	1	ea	220.00	220.00	340.00	340.00	-	-	-	-	-	-	560.00
2'x4' Fixture	4	ea	74.00	296.00	153.00	612.00	-	-	-	-	-	-	908.00
Emergency ballast, factory installed	2	ea	0.00	0.00	157.00	314.00	-	-	-	-	-	-	314.00
Fixture wiring whip	4	ea	12.40	49.60	15.00	60.00	-	-	-	-	-	-	109.60
Exit light, LED, single face w/battery	2	ea	84.00	168.00	126.00	252.00	-	-	-	-	-	-	420.00
Emergency Light with Battery Backup	4	ea	110.00	440.00	162.00	648.00	-	-	-	-	-	-	1,088.00
Toggle switch, single pole with occupancy sensor	1	ea	14.50	14.50	8.40	8.40	-	-	-	-	-	-	22.90
Receptacle, GFI, 20A	3	ea	14.50	43.50	35.50	106.50	-	-	-	-	-	-	150.00
Electrical metallic tubing, 3/4"	117	lf	3.80	444.60	1.91	223.47	-	-	-	-	-	-	668.07
Wire, #12 solid	2,81	clf	34.00	95.54	15.90	44.68	-	-	-	-	-	-	140.22
Wall plate, 1-gang	4	ea	5.56	22.24	1.34	5.36	-	-	-	-	-	-	27.60
Manual motor starter, 1-pole	3	ea	58.00	174.00	62.50	187.50	-	-	-	-	-	-	361.50
Wire, #1/0	0.6	clf	111.00	66.60	254.00	152.40	-	-	-	-	-	-	219.00
Wire, #6	0.15	clf	57.00	8.55	62.00	9.30	-	-	-	-	-	-	17.85
Wire, #2	2.2	clf	82.00	180.40	155.00	341.00	-	-	-	-	-	-	521.40
Wire, #8	0.55	clf	46.50	25.58	41.50	22.83	-	-	-	-	-	-	48.40
Wire, #4	0.15	clf	70.00	10.50	98.50	14.78	-	-	-	-	-	-	25.28
Grounding	1	ls		-	-	-	8,200.00	8,200.00	-	-	-	-	8,200.00
				<b>\$6,324.61</b>		<b>\$4,917.21</b>		<b>\$10,500.00</b>		<b>\$0.00</b>		<b>\$1,712.00</b>	<b>\$23,453.81</b>
Electrical Contractor Overhead	8%			505.97		393.38		840.00				136.96	1,876.31
Profit	8%			505.97		393.38		840.00				136.96	1,876.31
<b>TOTAL ELECTRICAL</b>				<b>7,336.54</b>		<b>5,703.96</b>		<b>12,180.00</b>		<b>0.00</b>		<b>1,985.92</b>	<b>27,206.42</b>

<b>Division 31, 32 and 33</b>													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
<b>Division 31 - Earthwork</b>													
Building interior pit structural fill	48	cy	10.00	478.52	24.00	1,148.44	-	-	-	-	-	-	1,626.96
<b>Sub Total Earthwork</b>				<b>478.52</b>		<b>1,148.44</b>		<b>-</b>		<b>-</b>		<b>-</b>	<b>1,626.96</b>

Division 32 - Exterior Improvements													
Sidewalks	0	If	-	-	-	-	-	-	-	-	-	-	0.00
Parking	0	ea	-	-	-	-	-	-	-	-	-	-	0.00
Landscaping	0	ls	-	-	-	-	-	-	-	-	-	-	0.00
Sub Total Exterior Improvements				-		-		-		-		-	0.00
Division 33 - Utilities													
Water	None	1	ls	-	-	-	-	-	-	-	-	-	0.00
Sanitary	None	1	ls	-	-	-	-	-	-	-	-	-	0.00
Electric	Hook up to exis	1	ls	-	-	-	-	10,000.00	10,000.00	-	-	-	10,000.00
Sub Total Utilities				-		-			10,000.00		-	-	10,000.00
TOTAL EARTHWORK, Exterior Finishes & Utilities													
				478.52		1,148.44		10,000.00		0.00		0.00	11,626.96

Labor	\$	76,791
Material	\$	248,307
Subcontract	\$	289,448
Equipment	\$	1,500
Other	\$	1,986
Total Cost	\$	618,033
	\$	618,033



**Diesel Plant Repair Project  
Building 3  
Monroe County Board of Commissioners**

3,720 sf

Division 2													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 2 - Existing Conditions													
Abatement													
Asbestos Abatement	1	allw	-	-	-	-	10,000.00	10,000.00	-	-	-	-	10,000.00
Lead Paint Abatement	1	allw	-	-	-	-	3,500.00	3,500.00	-	-	-	-	3,500.00
Contaminated Soils	1	allw	-	-	-	-	5,000.00	5,000.00	-	-	-	-	5,000.00
Shoring - Heavy Duty	1	allw	-	-	-	-	15,000.00	15,000.00	-	-	-	-	15,000.00
Remove all electric and mechanical devices - leave Gen Set	3,720	sf	-	-	-	-	3.25	12,090.00	-	-	-	-	12,090.00
Broom Clean and dump	3,720	sf	-	-	-	-	0.30	1,116.00	-	-	-	-	1,116.00
TOTAL EXISTING CONDITIONS				0.00		0.00		46,706.00		0.00		0.00	46,706

Division 3

ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 3 - Concrete													
BuildingSlab Repair (Cut and Square Edges, Structural Gravel, Dowels, Placement)													
Pit Infill Slab Structure	344	sf											
Ready Mix Materials	4	cy	-	-	145.00	615.19	-	-	-	-	-	-	615.19
Admixtures - mid range	4	cy	-	-	3.00	12.73	-	-	-	-	-	-	12.73
Fiber Mesh	4	cy	-	-	5.00	21.21	-	-	-	-	-	-	21.21
Dowels	148	ea	15.00	2,220.00	3.00	444.00	-	-	-	-	-	-	2,664.00
SOG Concrete Placement	344	sf	2.00	688.00	-	-	-	-	-	-	-	-	688.00
Cure	344	sf	0.05	17.20	0.02	6.88	-	-	-	-	-	-	24.08
Caulk Control Joint & Saw Cuts	0	lf	1.00	-	0.44	-	-	-	-	-	-	-	0.00
Pour Prep	1	ls	450.00	450.00	-	-	-	-	-	-	-	-	450.00
Pumps	1	ea	-	-	-	-	-	-	1,500.00	1,500.00	-	-	1,500.00
TOTAL CONCRETE				3,375.20		1,100.01		0.00		1,500.00		0.00	5,975

Division 4													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 4 - Masonry													
Exterior Masonry Repair													
Exterior Scaffold	4,530	sf	-	-	-	-	4.50	20,385.00	-	-	-	-	20,385.00
Exterior Scaffold Reinforced Plastic Wrap for Dust Control	4,530	sf	-	-	-	-	3.10	14,043.00	-	-	-	-	14,043.00
Exterior Elevation A Repoint	396	sf	-	-	-	-	4.50	1,782.00	-	-	-	-	1,782.00
Exterior Elevation B Repoint	1,142	sf	-	-	-	-	4.50	5,139.00	-	-	-	-	5,139.00
Exterior Elevation C Repoint	1,192	sf	-	-	-	-	4.50	5,364.00	-	-	-	-	5,364.00
Exterior Elevation D Repoint	1,112	sf	-	-	-	-	4.50	5,004.00	-	-	-	-	5,004.00
Grout Masonry Door & Window Jambs	14	ea	-	-	-	-	41.00	574.00	-	-	-	-	574.00
Scrcture Crack Repair	85	lf	-	-	-	-	41.00	3,485.00	-	-	-	-	3,485.00
Interior Masonry Repair													
Interior Scaffold	3,600	sf	-	-	-	-	4.50	16,200.00	-	-	-	-	16,200.00
Interior Elevation 1 Repoint	396	sf	-	-	-	-	8.00	3,168.00	-	-	-	-	3,168.00
Interior Elevation 2 Repoint	1,142	sf	-	-	-	-	8.00	9,136.00	-	-	-	-	9,136.00
Interior Elevation 3 Repoint	1,192	sf	-	-	-	-	8.00	9,536.00	-	-	-	-	9,536.00
Interior Elevation 4 Repoint	1,112	sf	-	-	-	-	8.00	8,896.00	-	-	-	-	8,896.00
Structure Crack Repair	85	lf	-	-	-	-	41.00	3,485.00	-	-	-	-	3,485.00
Infills	10	ea	-	-	-	-	560.00	5,600.00	-	-	-	-	5,600.00
TOTAL MASONRY				0.00		0.00		111,797.00		0.00		0.00	111,797.00

Division 5							
ITEM DESCRIPTION	Quantity	Labor Cost	Material Cost	Subcontractor	Equipment	Other	TOTAL

ITEM DESCRIPTION			Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Division 5 - Metals														
OPTION 2 ONLY														
Excavate	Slab Removal & Excavate		30	ea	-	-	-	385.00	11,550.00	-	-	-	-	11,550.00
2'x2'x1.5'	Reinforced Concrete		30	ea	-	-	-	425.00	12,750.00	-	-	-	-	12,750.00
	Diamond expansion joint		30	ea	-	-	-	120.00	3,600.00	-	-	-	-	3,600.00
Materials														
Beams	lf	ea												
W14 x 61	30	13	23790											
W12 x 30	15	39	17550											
		52	41340											
	\$2,500	\$130,000	22	tns	-	-	6,500.00	141,072.75	-	-	-	-	-	141,072.75
Primer			22	tns	-	-	250.00	5,425.88	-	-	-	-	-	5,425.88
	\$2.5 per pd Industrial													
	\$4.30 per pd Commercial													
Bolts			208	ea	-	-	12.25	2,548.00	-	-	-	-	-	2,548.00
Shim Stock			1	ls	-	-	500.00	500.00	-	-	-	-	-	500.00
Grout			15	sacks	-	-	30.00	450.00	-	-	-	-	-	450.00
Welding Gas & Sundry			1	ls	-	-	600.00	600.00	-	-	-	-	-	600.00
Labor														
	hr	daily												
Labor foreman	\$65.55	\$524.40												
Steel Erector 1	\$55.00	\$440.00												
Steel Erector 2	\$55.00	\$440.00												
Steel Erector 3	\$55.00	\$440.00												
Pick up truck		\$36.00												
Rack truck		\$101.00												
Hoist & Lifts		\$673.00												
Perdiem		\$1,250.00												
Overhead & Profit		\$875.95												
Daily Burn Rate		\$4,780.35												
	Steel Contractor		5	day	\$4,780.35	23,901.76	-	-	-	-	-	-	-	23,901.76
Crane Service			5	day	-	-	-	-	1,100.00	5,500.00	-	-	-	5,500.00
TOTAL METALS					23,901.76	150,596.63	5,500.00	0.00	0.00	179,998				

<b>Division 6</b>													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
<b>Division 6 - Wood &amp; Plastics</b>													
<b>Building Roof Framing</b>	<b>rebuild on existing steel</b>	<b>3,860</b>	<b>sf</b>										
Replace in Kind Beam Pads	44	ea	-	-	24.00	1,056.00	-	-	-	-	-	-	1,056.00
Roof Joist	2x10x12	144	ea	-	24.00	3,456.00	-	-	-	-	-	-	3,456.00
Truss Spacers	2x4	100	lf	-	0.63	63.00	-	-	-	-	-	-	63.00
Roof Strapping	2x4	300	3f	-	0.63	189.00	-	-	-	-	-	-	189.00
Roof Sheathing	5/8" PLY	121	sheets	-	30.00	3,618.75	-	-	-	-	-	-	3,618.75
Roof Soffit		250	rf	-	65.00	16,250.00	-	-	-	-	-	-	16,250.00
Parapit Endwall Framing & Shea	reframe perrapits	240	sf	-	45.00	10,800.00	-	-	-	-	-	-	10,800.00
<b>Crickets</b>													
Roof Rafters	2x6x12	104	ea	-	24.00	2,496.00	-	-	-	-	-	-	2,496.00
Truss Spacers	2x4	85	lf	-	0.63	53.55	-	-	-	-	-	-	53.55
Roof Strapping	2x4	125	lf	-	0.63	78.75	-	-	-	-	-	-	78.75
Roof Sheathing	5/8" PLY	40	sheets	-	30.00	1,205.04	-	-	-	-	-	-	1,205.04
Ice & Water Shield	200 sf per roll	19	rolls	-	120.00	2,316.00	-	-	-	-	-	-	2,316.00
Roof Soffit		140	rf	-	65.00	9,100.00	-	-	-	-	-	-	9,100.00
Parapit Endwall Framing & Shea	reframe perrapits	552	sf	-	45.00	24,840.00	-	-	-	-	-	-	24,840.00
Timber Frame Componets	1	ls	-	-	10,000.00	10,000.00	-	-	-	-	-	-	10,000.00
Hardware, hangers & fasteners	1	ls	-	-	15,000.00	15,000.00	-	-	-	-	-	-	15,000.00
Carpenter Crew	6 men 2 weeks	480	man hrs	53.20	25,536.00	-	-	-	-	-	-	-	25,536.00

<b>TOTAL WOOD &amp; PLASTICS</b>	<b>25,536.00</b>	<b>99,466.09</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>125,002</b>
----------------------------------	------------------	------------------	-------------	-------------	-------------	----------------

Division 7													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 7 - Thermal & Moisture Protection													
Exterior Stuccos Finish	2,208	sf	-	-	-	-	5.00	11,040.00	-	-	-	-	11,040.00
Metal Roofing	3,860	sf	-	-	-	-	18.00	69,480.00	-	-	-	-	69,480.00
Galv Metal Gutter	480	lf	-	-	-	-	16.00	7,680.00	-	-	-	-	7,680.00
Joint Sealants	1	ls	-	-	-	-	600.00	600.00	-	-	-	-	600.00
TOTAL THERMO MOISTURE				0.00	0.00		88,800.00		0.00		0.00		88,800

Division 8													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 8 - Doors & Windows													
Interior Doors													
None	0	ea	-	-	-	-	-	-	-	-	-	-	0.00
Exterior Doors													
Door & Hardware	1	ea	455.00	455.00	1,121.00	1,121.00	-	-	-	-	-	-	1,576.00
Windows and Glazing													
Window Opening Rebuild	291	55	-	-	-	-	500.00	145,455.84	-	-	-	-	145,455.84
Materials													
Windows													
1 A Type	18	sf	-	-	44.88	807.86	-	-	-	-	-	-	807.86
1 B Type	25	sf	-	-	44.88	1,122.03	-	-	-	-	-	-	1,122.03
journeyman 2 38.00					-	-	-	-	-	-	-	-	0.00
journeyman 3 38.00													
Pick up truck 38.00					-	-	-	-	-	-	-	-	0.00
Rack Truck					-	-	-	-	-	-	-	-	0.00
Van with tools and parts					-	-	-	-	-	-	-	-	0.00
Per diem													
Daily Sub Total	3	Days	\$2,957.00	8,871.00	-	-	-	-	-	-	-	-	8,871.00
sf													
Barn Door 1 77	1	ea	924.00	924.00	2,618.00	2,618.00	-	-	-	-	-	-	3,542.00
Barn Door 2 114	1	ea	1,368.00	1,368.00	3,876.00	3,876.00	-	-	-	-	-	-	5,244.00
Hard Ceilings None	0	ls	-	-	-	-	-	-	-	-	-	-	0.00
Fire Extinguisher on Brackets	1	ea	50.00	50.00	67.00	67.00	-	-	-	-	-	-	117.00
Not Used	1	ea	-	-	-	-	-	-	-	-	-	-	0.00
	1	ls	-	-	-	-	-	-	-	-	-	-	0.00
TOTAL SPECIAL CONSTRUCTION													

Division 21													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 21 - Fire Protection													
None Required	1	ea	-	-	-	-	-	-	-	-	-	-	0.00
TOTAL MECHANICAL				0.00		0.00		0.00		0.00		0.00	0

Division 22													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 22 - Plumbing													
See Demolition in Division 2		Assembly											
				-		-		-		-		-	-
Plumbing Contractor Overhead	8%			-		-		-		-		-	-
Profit	8%			-		-		-		-		-	-
TOTAL PLUMBING				0.00		0.00		0.00		0.00		0.00	0.00

Division 23													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 23 - Mechanical - HVAC													
See Demolition in Division 2	1	ls	-	-	-	-	-	-	-	-	-	-	0.00
HVAC Contractor Overhead	8%			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Profit	8%			-		-		-		-		-	-
<b>TOTAL HVAC</b>				<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0.00</b>

Division 26													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 26 - Electrical													
Construction Temp Power	1	ls	-	-	-	-	2,300.00	2,300.00	-	-	-	-	2,300.00
Construction illumination	3,424	sf	-	-	-	-	-	-	-	-	0.50	1,712.00	1,712.00
Panel 480Y,270V, 42 circuits	1	ea	4,065.00	4,065.00	1,575.00	1,575.00	-	-	-	-	-	-	5,640.00
Dry Transformer	1	ea	220.00	220.00	340.00	340.00	-	-	-	-	-	-	560.00
2'x4' Fixture	4	ea	74.00	296.00	153.00	612.00	-	-	-	-	-	-	908.00
Emergency ballast, factory installed	2	ea	0.00	0.00	157.00	314.00	-	-	-	-	-	-	314.00
Fixture wiring whip	4	ea	12.40	49.60	15.00	60.00	-	-	-	-	-	-	109.60
Exit light, LED, single face w/battery	2	ea	84.00	168.00	126.00	252.00	-	-	-	-	-	-	420.00
Emergency Light with Battery Backup	4	ea	110.00	440.00	162.00	648.00	-	-	-	-	-	-	1,088.00
Toggle switch, single pole with occupancy sensor	1	ea	14.50	14.50	8.40	8.40	-	-	-	-	-	-	22.90
Receptacle, GFI, 20A	3	ea	14.50	43.50	35.50	106.50	-	-	-	-	-	-	150.00
Electrical metallic tubing, 3/4"	117	lf	3.80	444.60	1.91	223.47	-	-	-	-	-	-	668.07
Wire, #12 solid	2.81	clf	34.00	95.54	15.90	44.68	-	-	-	-	-	-	140.22
Wall plate, 1-gang	4	ea	5.56	22.24	1.34	5.36	-	-	-	-	-	-	27.60
Manual motor starter, 1-pole	3	ea	58.00	174.00	62.50	187.50	-	-	-	-	-	-	361.50
Wire, #1/0	0.6	clf	111.00	66.60	254.00	152.40	-	-	-	-	-	-	219.00
Wire, #6	0.15	clf	57.00	8.55	62.00	9.30	-	-	-	-	-	-	17.85
Wire, #2	2.2	clf	82.00	180.40	155.00	341.00	-	-	-	-	-	-	521.40
Wire, #8	0.55	clf	46.50	25.58	41.50	22.83	-	-	-	-	-	-	48.40
Wire, #4	0.15	clf	70.00	10.50	98.50	14.78	-	-	-	-	-	-	25.28
Grounding	1	ls	-	-	-	-	8,200.00	8,200.00	-	-	-	-	8,200.00
				\$6,324.61		\$4,917.21		\$10,500.00		\$0.00		\$1,712.00	\$23,453.81
Electrical Contractor Overhead	8%			505.97		393.38		840.00		-		136.96	1,876.31
Profit	8%			505.97		393.38		840.00		-		136.96	1,876.31
<b>TOTAL ELECTRICAL</b>				<b>7,336.54</b>		<b>5,703.96</b>		<b>12,180.00</b>		<b>0.00</b>		<b>1,985.92</b>	<b>27,206.42</b>

Division 31, 32 and 33													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 31 - Earthwork													
Building interior pit structural fill	57	cy	10.00	574.81	24.00	1,379.56	-	-	-	-	-	-	1,954.37
<b>Sub Total Earthwork</b>				<b>574.81</b>		<b>1,379.56</b>		<b>-</b>		<b>-</b>		<b>-</b>	<b>1,954.37</b>
Division 32 - Exterior Improvements													
Sidewalks	0	lf	-	-	-	-	-	-	-	-	-	-	0.00
Parking	0	ea	-	-	-	-	-	-	-	-	-	-	0.00
Landscaping	0	ls	-	-	-	-	-	-	-	-	-	-	0.00
<b>Sub Total Exterior Improvements</b>				<b>-</b>		<b>-</b>		<b>-</b>		<b>-</b>		<b>-</b>	<b>0.00</b>
Division 33 - Utilities													
Water None	1	ls	-	-	-	-	-	-	-	-	-	-	0.00
Sanitary None	1	ls	-	-	-	-	-	-	-	-	-	-	0.00
Electric Hook up to existing	1	ls	-	-	-	-	10,000.00	10,000.00	-	-	-	-	10,000.00
<b>Sub Total Utilities</b>				<b>-</b>		<b>-</b>		<b>10,000.00</b>		<b>-</b>		<b>-</b>	<b>10,000.00</b>
<b>TOTAL EARTHWORK, Exterior Finishes &amp; Utilities</b>				<b>574.81</b>		<b>1,379.56</b>		<b>10,000.00</b>		<b>0.00</b>		<b>0.00</b>	<b>11,954.37</b>

Labor

\$ 72,416

Material	\$ 272,664
Subcontract	\$ 422,799
Equipment	\$ 1,500
Other	\$ 1,986
Total Cost	<b>\$ 771,365</b>
	<b>\$ 771,365</b>

**Diesel Plant Repair Project  
Building 4  
Monroe County Board of Commissioners**

1,620 sf

Division 2													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 2 - Existing Conditions													
Abatement													
Asbestos Abatement	1	allw	-	-	-	-	10,000.00	10,000.00	-	-	-	-	10,000.00
Lead Paint Abatement	1	allw	-	-	-	-	3,500.00	3,500.00	-	-	-	-	3,500.00
Contaminated Soils	1	allw	-	-	-	-	5,000.00	5,000.00	-	-	-	-	5,000.00
Shoring - Heavy Duty	1	allw	-	-	-	-	15,000.00	15,000.00	-	-	-	-	15,000.00
Remove all electric and mechanical devices - leave Gen Set	1,620	sf	-	-	-	-	3.25	5,265.00	-	-	-	-	5,265.00
Broom Clean and dump	1,620	sf	-	-	-	-	0.30	486.00	-	-	-	-	486.00
TOTAL EXISTING CONDITIONS				0.00		0.00		39,251.00		0.00		0.00	39,251

Division 3													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 3 - Concrete													
Building Slab Repair (Cut and Square Edges, Structural Gravel, Dowels, Placement)													
Pit Infill Slab Structure	36	sf											
Ready Mix Materials	0.44	cy	-	-	145.00	64.38	-	-	-	-	-	-	64.38
Admixtures - mid range	0.44	cy	-	-	3.00	1.33	-	-	-	-	-	-	1.33
Fiber Mesh	0.44	cy	-	-	5.00	2.22	-	-	-	-	-	-	2.22
Dowels	20	ea	15.00	300.00	3.00	60.00	-	-	-	-	-	-	360.00
SOG Concrete Placement	36	sf	2.00	72.00	-	-	-	-	-	-	-	-	72.00
Cure	36	sf	0.05	1.80	0.02	0.72	-	-	-	-	-	-	2.52
Caulk Control Joint & Saw Cuts	0	lf	1.00	-	0.44	-	-	-	-	-	-	-	0.00
Pour Prep	1	ls	450.00	450.00	-	-	-	-	-	-	-	-	450.00
Pumps	1	ea	-	-	-	-	-	-	1,500.00	1,500.00	-	-	1,500.00
TOTAL CONCRETE				823.80	128.65		0.00		1,500.00		0.00		2,452

Division 4														
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL	
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total		
Division 4 - Masonry														
Exterior Masonry Repair														
Exterior Scaffold	2,610	sf	-	-	-	-	4.50	11,745.00	-	-	-	0.00	11,745.00	
Exterior Scaffold Reinforced Plastic Wrap for Dust Control	2,610	sf	-	-	-	-	3.10	8,091.00	-	-	-	0.00	8,091.00	
Exterior Elevation A Repoint	1,135	sf	-	-	-	-	3.25	3,688.75	-	-	-	0.00	3,688.75	
Exterior Elevation B Repoint	516	sf	-	-	-	-	3.25	1,677.00	-	-	-	0.00	1,677.00	
Grout Masonry Door & Window Jambs	14	ea	-	-	-	-	41.00	574.00	-	-	-	0.00	574.00	
Structure Crack Repair	85	lf	-	-	-	-	41.00	3,485.00	-	-	-	0.00	3,485.00	
Interior Masonry Repair														
Interior Scaffold	2,610	sf	-	-	-	-	4.50	11,745.00	-	-	-	-	11,745.00	
Interior Elevation 1 Repoint	1,135	sf	-	-	-	-	8.00	9,080.00	-	-	-	-	9,080.00	
Interior Elevation 2 Repoint	516	sf	-	-	-	-	8.00	4,128.00	-	-	-	-	4,128.00	
Structure Crack Repair	85	lf	-	-	-	-	41.00	3,485.00	-	-	-	-	3,485.00	
Infills	10	ea	-	-	-	-	560.00	5,600.00	-	-	-	-	5,600.00	
TOTAL MASONRY				0.00		0.00		63,298.75		0.00		0.00	63,298.75	

Division 5													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 5 - Metals													
OPTION 2 ONLY													
Excavate      Slab Removal & Excavate	8	ea	-	-	-	-	385.00	3,080.00	-	-	-	-	3,080.00

2'x2'x1.5'	Reinforced Concrete	8	ea	-	-	-	-	425.00	3,400.00	-	-	-	-	3,400.00
	Diamond expansion joint	8	ea	-	-	-	-	120.00	960.00	-	-	-	-	960.00
<b>Materials</b>														
Beams	If	ea												
W14 x 61	30	8	14640											
W12 x 30	15	24	10800											
		32	25440											
	\$2,500	\$80,000	13	tns	-	-	6,500.00	86,814.00	-	-	-	-	-	86,814.00
Primer			13	tns	-	-	250.00	3,339.00	-	-	-	-	-	3,339.00
	\$2.5 per pd Industrial													
	\$4.30 per pd Commercial													
Bolts		168	ea	-	-	12.25	2,058.00	-	-	-	-	-	-	2,058.00
Shim Stock		1	ls	-	-	500.00	500.00	-	-	-	-	-	-	500.00
Grout		4	sacks	-	-	30.00	120.00	-	-	-	-	-	-	120.00
Welding Gas & Sundry		1	ls	-	-	600.00	600.00	-	-	-	-	-	-	600.00
<b>Labor</b>														
	hr	daily												
Labor foreman	\$65.55	\$524.40												
Steel Erector 1	\$55.00	\$440.00												
Steel Erector 2	\$55.00	\$440.00												
Steel Erector 3	\$55.00	\$440.00												
Pick up truck		\$36.00												
Rack truck		\$101.00												
Hoist & Lifts		\$673.00												
Perdiem		\$1,250.00												
Overhead & Profit		\$875.95												
Daily Burn Rate		\$4,780.35												
	Steel Contractor	5	day	\$4,780.35	23,901.76	-	-	-	-	-	-	-	-	23,901.76
Crane Service		5	day	-	-	-	-	1,100.00	5,500.00	-	-	-	-	5,500.00
<b>TOTAL METALS</b>					23,901.76	93,431.00	5,500.00	0.00	0.00	0.00	122,833			

Division 6														
ITEM DESCRIPTION		Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
		Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 6 - Wood & Plastics														
Building Roof Framing		rebuild on existing steel	1,614	sf										
Replace in Kind	Beam Pads		20	ea	-	-	24.00	480.00	-	-	-	-	-	480.00
	Roof Joist	2x10x12	72	ea	-	-	24.00	1,728.00	-	-	-	-	-	1,728.00
	Truss Spacers	2x4	50	lf	-	-	0.63	31.50	-	-	-	-	-	31.50
	Roof Strapping	2x4	150	3f	-	-	0.63	94.50	-	-	-	-	-	94.50
	Roof Sheathing	5/8" PLY	50	sheets	-	-	30.00	1,513.13	-	-	-	-	-	1,513.13
	Roof Soffit		87	rf	-	-	65.00	5,655.00	-	-	-	-	-	5,655.00
	Parapet End wall Framing & Sheathin	reframe parapets	240	sf	-	-	45.00	10,800.00	-	-	-	-	-	10,800.00
	Timber Frame Components		1	ls	-	-	10,000.00	10,000.00	-	-	-	-	-	10,000.00
	Hardware, hangers & fasteners		1	ls	-	-	15,000.00	15,000.00	-	-	-	-	-	15,000.00
	Carpenter Crew	6 men 2 weeks	360	man hrs	53.20	19,152.00	-	-	-	-	-	-	-	19,152.00
TOTAL WOOD & PLASTICS					19,152.00		45,302.13		0.00		0.00		0.00	64,454

Division 7														
ITEM DESCRIPTION		Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
		Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 7 - Thermal & Moisture Protection														
	Exterior Stuccos Finish	2,208	sf	-	-	-	-	5.00	11,040.00	-	-	-	-	11,040.00
	Metal Roofing	1,614	sf	-	-	-	-	14.00	22,596.00	-	-	-	-	22,596.00
	Galv Metal Gutter	480	lf	-	-	-	-	16.00	7,680.00	-	-	-	-	7,680.00
	Joint Sealants	1	ls	-	-	-	-	600.00	600.00	-	-	-	-	600.00

<b>TOTAL THERMO MOISTURE</b>	<b>0.00</b>	<b>0.00</b>	<b>41,916.00</b>	<b>0.00</b>	<b>0.00</b>	<b>41,916</b>
------------------------------	-------------	-------------	------------------	-------------	-------------	---------------

Division 8															
ITEM DESCRIPTION			Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
			Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 8 - Doors & Windows															
Interior Doors															
None			0	ea	-	-	-	-	-	-	-	-	-	0.00	
Exterior Doors															
Door & Hardware			1	ea	455.00	455.00	1,121.00	1,121.00	-	-	-	-	-	1,576.00	
Windows and Glazing															
Installation Crew															
hourly					-	-	-	-	-	-	-	-	-	0.00	
Foreman			50.00		-	-	-	-	-	-	-	-	-	0.00	
journeyman 1			38.00				-	-	-	-	-	-	-	0.00	
journeyman 2			38.00				-	-	-	-	-	-	-	0.00	
journeyman 3			38.00				-	-	-	-	-	-	-	0.00	
Pick up truck							-	-	-	-	-	-	-	0.00	
Rack Truck							-	-	-	-	-	-	-	0.00	
Van with tools and parts							-	-	-	-	-	-	-	0.00	
Per diem															
Daily Sub Total			2	Days	\$2,957.00	5,914.00	-	-	-	-	-	-	-	5,914.00	
ITEM DESCRIPTION			Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 10 - Specialties															
ITEM DESCRIPTION			Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
ITEM DESCRIPTION			Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Not Used			1	ls	-	-	-	-	-	-	-	-	-	0.00	
TOTAL CONVEYORS						0.00		0.00		0.00		0.00		0.00	

Division 21													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 21 - Fire Protection													
None Required	1	ea	-	-	-	-	-	-	-	-	-	-	0.00
TOTAL MECHANICAL				0.00		0.00		0.00		0.00		0.00	0

Division 22													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 22 - Plumbing													
See Demolition in Division 2		Assembly											
Plumbing Contractor Overhead	8%			-		-		-		-		-	-
Profit	8%			-		-		-		-		-	-
TOTAL PLUMBING				0.00		0.00		0.00		0.00		0.00	0.00

Division 23													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 23 - Mechanical - HVAC													
See Demolition in Division 2	1	ls	-		-		-		-		-		0.00
				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
HVAC Contractor Overhead	8%			-		-		-		-		-	-
Profit	8%			-		-		-		-		-	-
TOTAL HVAC				0.00		0.00		0.00		0.00		0.00	0.00

<b>Division 26</b>													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL



ITEM DESCRIPTION	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
<b>Division 26 - Electrical</b>												
Construction Temp Power	1	ls	-	-	-	-	2,300.00	2,300.00	-	-	-	2,300.00
Construction Illumination	3,424	sf	-	-	-	-	-	-	-	0.50	1,712.00	1,712.00
												0.00
Panel 480Y,270V, 42 circuits	1	ea	4,065.00	4,065.00	1,575.00	1,575.00	-	-	-	-	-	5,640.00
Dry Transformer	1	ea	220.00	220.00	340.00	340.00	-	-	-	-	-	560.00
2'x4' Fixture	4	ea	74.00	296.00	153.00	612.00	-	-	-	-	-	908.00
Emergency ballast, factory installed	2	ea	0.00	0.00	157.00	314.00	-	-	-	-	-	314.00
Fixture wiring whip	4	ea	12.40	49.60	15.00	60.00	-	-	-	-	-	109.60
Exit light, LED, single face w/battery	2	ea	84.00	168.00	126.00	252.00	-	-	-	-	-	420.00
Emergency Light with Battery Backup	4	ea	110.00	440.00	162.00	648.00	-	-	-	-	-	1,088.00
Toggle switch, single pole with occupancy sensor	1	ea	14.50	14.50	8.40	8.40	-	-	-	-	-	22.90
Receptacle, GFI, 20A	3	ea	14.50	43.50	35.50	106.50	-	-	-	-	-	150.00
Electrical metallic tubing, 3/4"	117	lf	3.80	444.60	1.91	223.47	-	-	-	-	-	668.07
Wire, #12 solid	2.81	clf	34.00	95.54	15.90	44.68	-	-	-	-	-	140.22
Wall plate, 1-gang	4	ea	5.56	22.24	1.34	5.36	-	-	-	-	-	27.60
Manual motor starter, 1-pole	3	ea	58.00	174.00	62.50	187.50	-	-	-	-	-	361.50
Wire, #1/0	0.6	clf	111.00	66.60	254.00	152.40	-	-	-	-	-	219.00
Wire, #6	0.15	clf	57.00	8.55	62.00	9.30	-	-	-	-	-	17.85
Wire, #2	2.2	clf	82.00	180.40	155.00	341.00	-	-	-	-	-	521.40
Wire, #8	0.55	clf	46.50	25.58	41.50	22.83	-	-	-	-	-	48.40
Wire, #4	0.15	clf	70.00	10.50	98.50	14.78	-	-	-	-	-	25.28
Grounding	1	ls	-	-	-	-	8,200.00	8,200.00	-	-	-	8,200.00
				\$6,324.61		\$4,917.21		\$10,500.00		\$0.00		\$1,712.00
Electrical Contractor Overhead	8%			505.97		393.38		840.00		-		136.96
Profit	8%			505.97		393.38		840.00		-		136.96
<b>TOTAL ELECTRICAL</b>				<b>7,336.54</b>		<b>5,703.96</b>		<b>12,180.00</b>		<b>0.00</b>		<b>1,985.92</b>
												<b>27,206.42</b>

Division 31, 32 and 33

ITEM DESCRIPTION		Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
		Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 31 - Earthwork														
	Building interior pit structural fill	11	cy	10.00	106.67	24.00	256.00	-	-	-	-	-	-	362.67
	Sub Total Earthwork			-	106.67	-	256.00	-	-	-	-	-	-	362.67
Division 32 - Exterior Improvements														
	Sidewalks	0	lf	-	-	-	-	-	-	-	-	-	-	0.00
	Parking	0	ea	-	-	-	-	-	-	-	-	-	-	0.00
	Landscaping	0	ls	-	-	-	-	-	-	-	-	-	-	0.00
	Sub Total Exterior Improvements				-		-		-		-		-	-
Division 33 - Utilities														
	Water	1	ls	-	-	-	-	-	-	-	-	-	-	0.00
	Sanitary	1	ls	-	-	-	-	-	-	-	-	-	-	0.00
	Electric	1	ls	-	-	-	-	10,000.00	10,000.00	-	-	-	-	10,000.00
	Sub Total Utilities				-		-		10,000.00		-		-	10,000.00
TOTAL EARTHWORK, Exterior Finishes & Utilities					106.67		256.00		10,000.00		0.00		0.00	10,362.67

Labor	\$ 58,688
Material	\$ 157,023
Subcontract	\$ 189,286
Equipment	\$ 1,500
Other	\$ 1,986
<b>Total Cost</b>	<b>\$ 408,482</b>
	<b>\$ 408,482</b>

**Diesel Plant Repair Project  
Building 5  
Monroe County Board of Commissioners**

170 sf

Division 2													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 2 - Existing Conditions													
Abatement													
Asbestos Abatement	1	allw	-	-	-	-	3,000.00	3,000.00	-	-	-	-	3,000.00
Lead Paint Abatement	1	allw	-	-	-	-	3,500.00	3,500.00	-	-	-	-	3,500.00
Contaminated Soils	1	allw	-	-	-	-	5,000.00	5,000.00	-	-	-	-	5,000.00
Shoring - Heavy Duty	1	allw	-	-	-	-	-	-	-	-	-	-	0.00
Remove all electric and mechanical devices - leave Gen Set	170	sf	-	-	-	-	3.25	552.50	-	-	-	-	552.50
Broom Clean and dump	170	sf	-	-	-	-	0.30	51.00	-	-	-	-	51.00
TOTAL EXISTING CONDITIONS				0.00		0.00		12,103.50		0.00		0.00	12,104

Division 3													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 3 - Concrete													
Building Slab Repair (Cut and Square Edges, Structural Gravel, Dowels, Placement)													
Pit Infill Slab Structure	40	sf											
Ready Mix Materials	13	cy	-	-	145.00	1,931.40	-	-	-	-	-	-	1,931.40
Admixtures - mid range	13	cy	-	-	3.00	39.96	-	-	-	-	-	-	39.96
Fiber Mesh	13	cy	-	-	5.00	66.60	-	-	-	-	-	-	66.60
Dowels	14	ea	15.00	210.00	3.00	42.00	-	-	-	-	-	-	252.00
SOG Concrete Placement	14	sf	2.00	28.00	-	-	-	-	-	-	-	-	28.00
Cure	14	sf	0.05	0.70	0.02	0.28	-	-	-	-	-	-	0.98
Caulk Control Joint & Saw Cuts	0	lf	1.00	-	0.44	-	-	-	-	-	-	-	0.00
Pour Prep	1	ls	450.00	450.00	-	-	-	-	-	-	-	-	450.00
TOTAL CONCRETE				688.70	2,080.24	0.00	0.00	0.00	0.00	0.00	0.00	2,769	

Division 4													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 4 - Masonry													
Exterior Masonry Repair													
Exterior Scaffold		sf	-	-	-	-	4.50	-	-	-	-	0.00	0.00
Exterior Scaffold Reinforced Plastic Wrap for Dust Control		sf	-	-	-	-	2.00	-	-	-	-	0.00	0.00
Exterior Elevation 1 Repoint		sf	-	-	-	-	1.00	-	-	-	-	0.00	0.00
Exterior Elevation 2 Repoint		sf	-	-	-	-	1.00	-	-	-	-	0.00	0.00
Exterior Elevation 3 Repoint		sf	-	-	-	-	1.00	-	-	-	-	0.00	0.00
Exterior Elevation 4 Repoint		sf	-	-	-	-	1.00	-	-	-	-	0.00	0.00
Grout Masonry Door & Window Jambs		ea	-	-	-	-	41.00	-	-	-	-	0.00	0.00
Structure Crack Repair		lf	-	-	-	-	41.00	-	-	-	-	0.00	0.00
Interior Masonry Repair													
Exterior Scaffold		sf	-	-	-	-	1.00	-	-	-	-	0.00	0.00
Exterior Elevation 1 Repoint		sf	-	-	-	-	1.00	-	-	-	-	0.00	0.00
Exterior Elevation 2 Repoint		sf	-	-	-	-	1.00	-	-	-	-	0.00	0.00
Exterior Elevation 3 Repoint		sf	-	-	-	-	1.00	-	-	-	-	0.00	0.00
Exterior Elevation 4 Repoint		sf	-	-	-	-	1.00	-	-	-	-	0.00	0.00
Grout Masonry Door & Window Jambs		ea	-	-	-	-	41.00	-	-	-	-	0.00	0.00
Structure Crack Repair		lf	-	-	-	-	41.00	-	-	-	-	0.00	0.00
Infills		ea	-	-	-	-	560.00	-	-	-	-	0.00	0.00
TOTAL MASONRY				0.00		0.00		0.00		0.00		0.00	0.00

Division 5													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 5 - Metals													
OPTION 2 ONLY													
Not Used	0	ea	-	-	-	-	-	-	-	-	-	-	0.00
TOTAL METALS				0.00		0.00		0.00		0.00		0.00	0

Division 8													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 8 - Doors & Windows													
Interior Doors													
None		ea	-	-	-	-	-	-	-	-	-	-	0.00
Exterior Doors													
None		ea	-	-	-	-	-	-	-	-	-	-	0.00
Division 9 - Finishes													
Paint				-	-	-	-	-	-	-	-	-	0.00
Division 10 - Specialties													
ITEM DESCRIPTION	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
ITEM DESCRIPTION	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Not Used	1	ls	-	-	-	-	-	-	-	-	-	-	0.00
TOTAL CONVEYORS				0.00		0.00		0.00		0.00		0.00	0

Division 21													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 21 - Fire Protection													
None Required	1	ea	-	-	-	-	-	-	-	-	-	-	0.00
TOTAL MECHANICAL				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	

Division 22													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 22 - Plumbing													
See Demolition in Division 2		Assembly											
				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Plumbing Contractor Overhead	8%			-		-		-		-		-	-
Profit	8%			-		-		-		-		-	-
TOTAL PLUMBING				0.00		0.00		0.00		0.00		0.00	0.00

Division 23													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 23 - Mechanical - HVAC													
See Demolition in Division 2	1	ls	-		-		-		-		-		0.00
				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
HVAC Contractor Overhead	8%		-		-		-		-		-		-
Profit	8%		-		-		-		-		-		-
TOTAL HVAC				0.00		0.00		0.00		0.00		0.00	0.00

Division 26													
ITEM DESCRIPTION	Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
	Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 26 - Electrical													
Grounding	1	ls		-	-	-	8,200.00	8,200.00		-	-	-	8,200.00

				\$0.00		\$0.00		\$8,200.00		\$0.00	-	\$0.00	8,200.00
Electrical Contractor Overhead	8%			-		-		656.00		-		-	656.00
Profit	8%			-		-		656.00		-		-	656.00
TOTAL ELECTRICAL				0.00		0.00		9,512.00		0.00		0.00	9,512.00

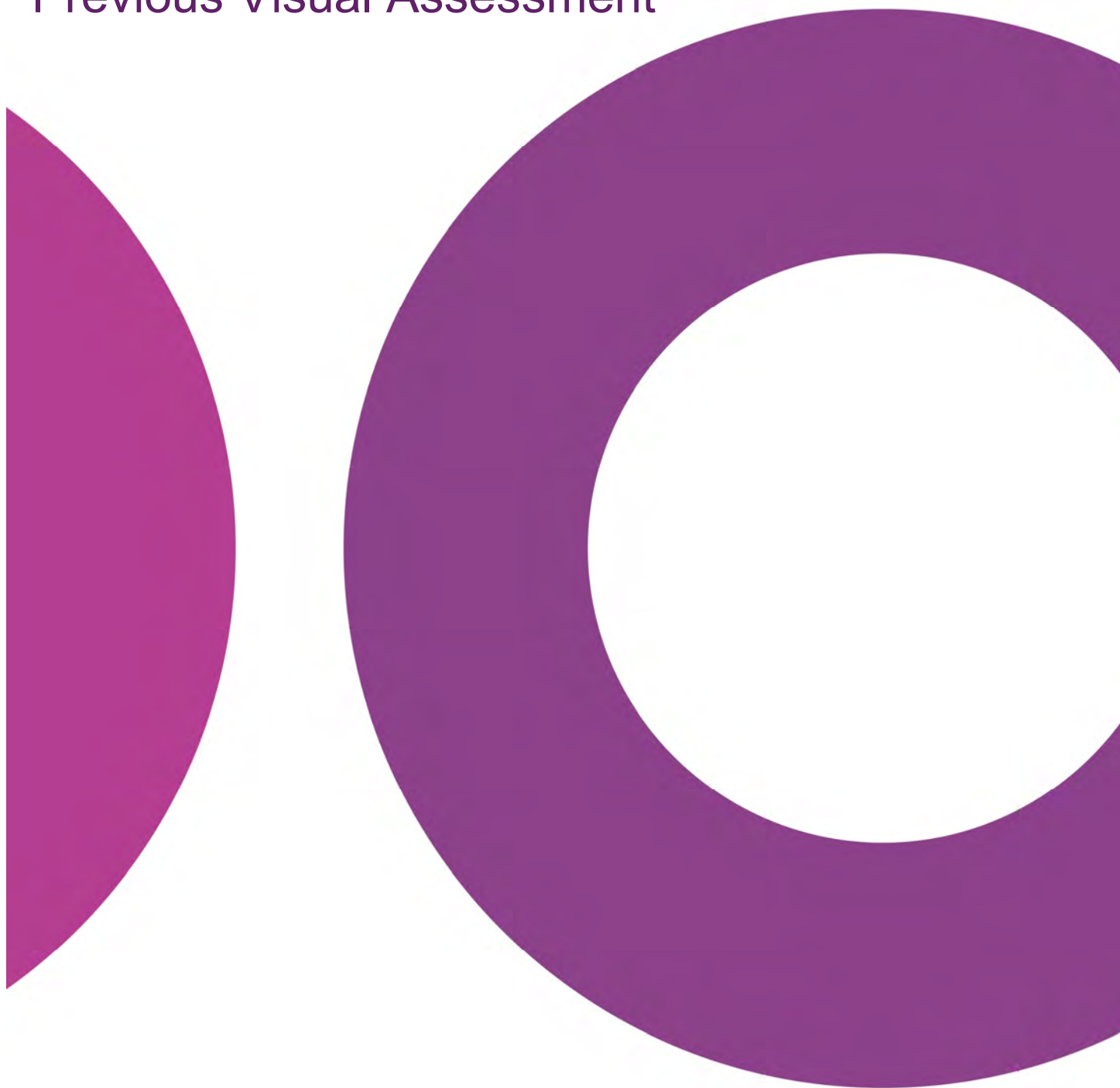
Division 31, 32 and 33

ITEM DESCRIPTION		Quantity		Labor Cost		Material Cost		Subcontractor		Equipment		Other		TOTAL
		Number	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Division 31 - Earthwork														
	Building interior pit structural fill	12	cy	10.00	118.52	24.00	284.44	-	-	-	-	-	-	402.96
	Sub Total Earthwork			-	118.52	-	284.44	-	-	-	-	-	-	402.96
Division 32 - Exterior Improvements														
	Sidewalks	0	lf	-	-	-	-	-	-	-	-	-	-	0.00
	Parking	0	ea	-	-	-	-	-	-	-	-	-	-	0.00
	Landscaping	0	ls	-	-	-	-	-	-	-	-	-	-	0.00
	Sub Total Exterior Improvements				-		-		-		-		-	0.00
Division 33 - Utilities														
	Water	1	ls	-	-	-	-	-	-	-	-	-	-	0.00
	Sanitary	1	ls	-	-	-	-	-	-	-	-	-	-	0.00
	Electric	1	ls	-	-	-	-	10,000.00	10,000.00	-	-	-	-	10,000.00
	Sub Total Utilities				-		-		10,000.00		-		-	10,000.00
TOTAL EARTHWORK, Exterior Finishes & Utilities														
				118.52		284.44		10,000.00		0.00		0.00		10,402.96

Labor	\$	881
Material	\$	2,732
Subcontract	\$	35,130
Equipment	\$	-
Other	\$	-
Total Cost	\$	38,743
	\$	38,743

## Appendix F Previous Visual Assessment

**wood.**





6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

DIESEL PLANT STRUCTURAL SURVEY  
KEY WEST, FLORIDA

Project Status

SEAL: MARK J KEISTER PE 37435

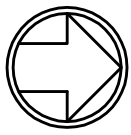
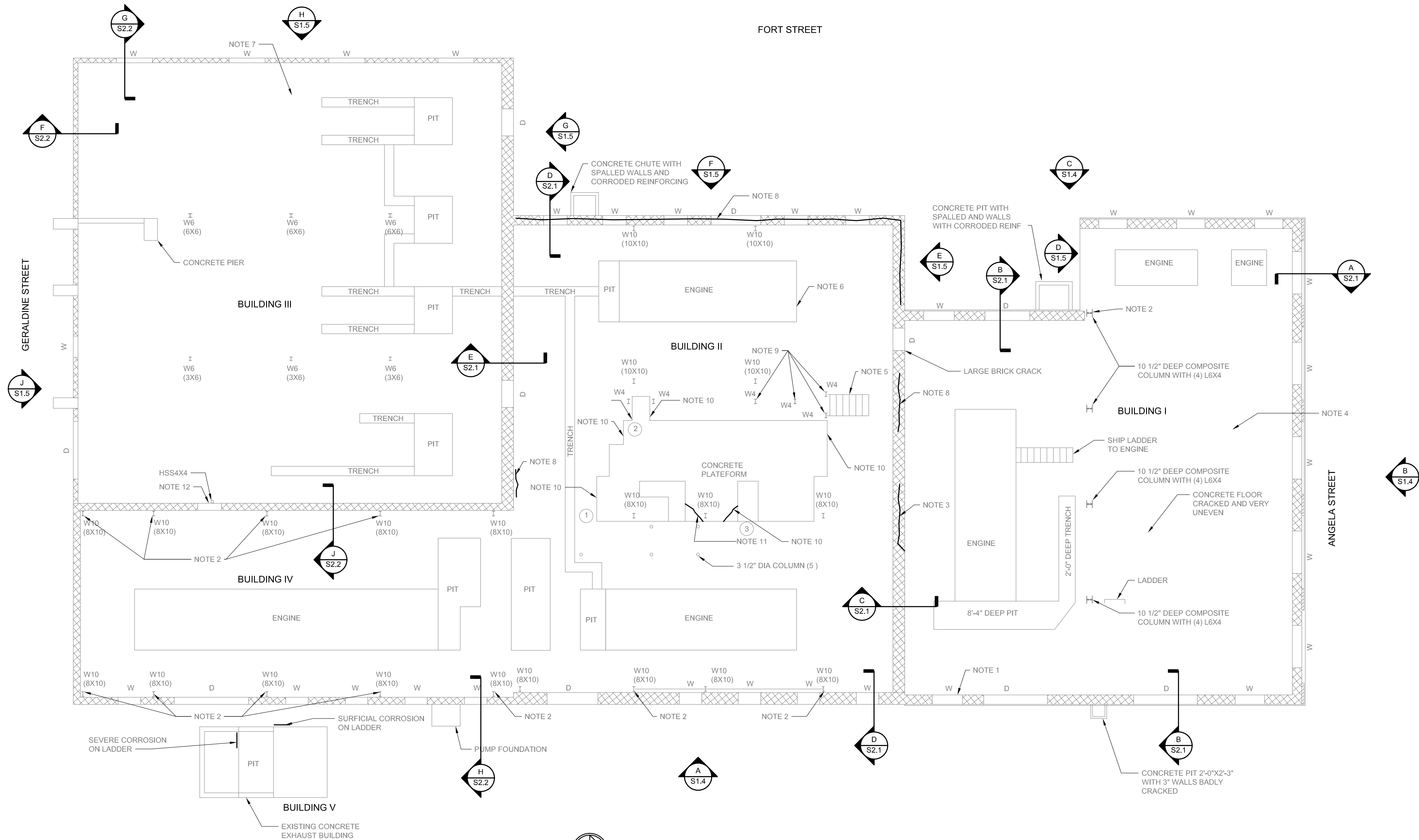
REVISED / ISSUED FOR:		
REV	DATE	DESCRIPTION

PROJECT NO. 316-048  
DATE: 08.03.2016  
DRAWN BY: JEM  
CHECKED BY: MJK

SHEET TITLE:  
**EXISTING FLOOR PLAN**

SHEET NO.

**S1.1**



EXISTING FLOOR PLAN

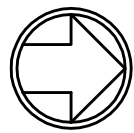
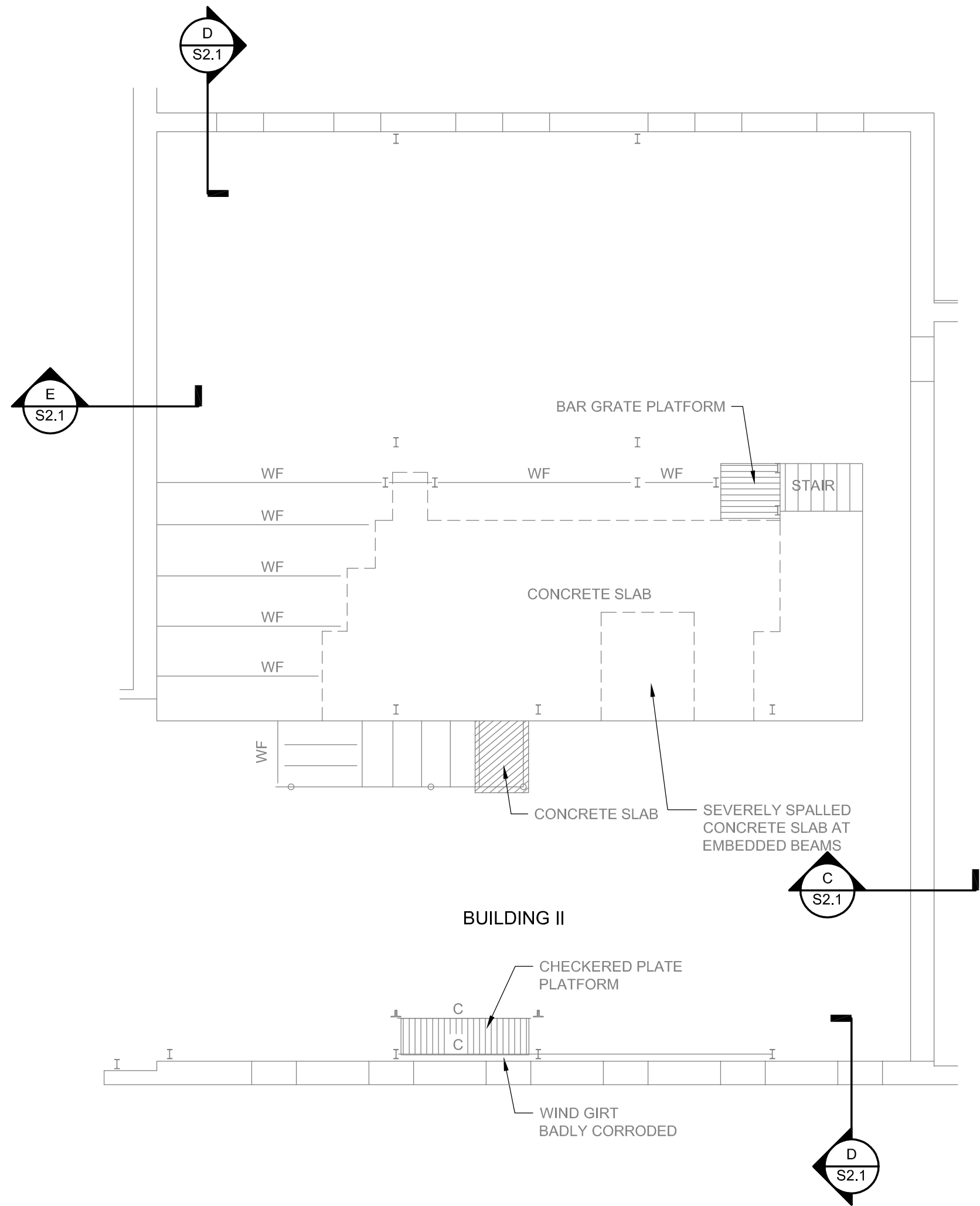
SCALE: 1/8"=1'-0"

SURVEY NOTES:

1. DETERIORATED FACE OF BRICK
2. BADLY CORRODED COLUMN BASE AND OR COLUMN
3. CRACKS IN BRICK AT WALL PENETRATIONS AND ELEVATED OPENINGS
4. CONCRETE FLOOR CRACKED AND UNEVEN
5. BADLY CORRODED STAIR STRINGERS AT BASE OF STAIR
6. TRENCH AND PIT EDGE ANGLE BADLY CORRODED
7. CONCRETE FLOOR CRACKED AND UNEVEN - TRENCH AND PIT EDGE ANGLES ARE BADLY CORRODED
8. DETERIORATED MORTAR JOINTS
9. BADLY CORRODED POST BASE
10. LARGE SPALL WITH EXPOSED CORRODING REINFORCING
11. SEVERE CRACK AT CONCRETE BASE
12. BADLY DETERIORATED BRICK AT WALL OPENING
13. SURFICIAL CORROSION ON ALL STRUCTURAL STEEL.

# CARBONATION AND CHLORIDE TEST

8/3/2016 11:55:47 AM

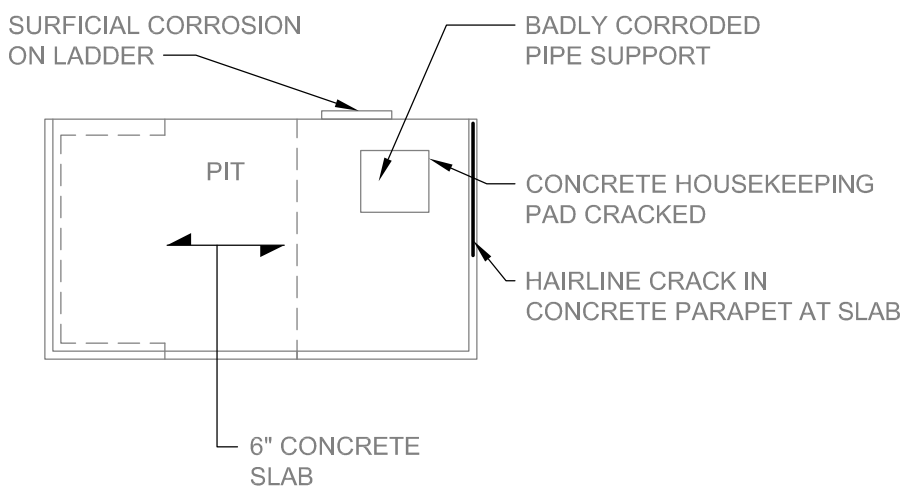


**EXISTING MEZZANINE FLOOR PLAN BUILDING II**

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

SURVEY NOTES:

1. SURFICIAL CORROSION ON ALL STRUCTURAL STEEL.



**EXISTING CONCRETE EXHAUST ROOF PLAN BUILDING V**

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



6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

**DIESEL PLANT STRUCTURAL SURVEY**  
KEY WEST, FLORIDA

**Project Status**

SEAL: MARK J KEISTER PE 37435

REVISED / ISSUED FOR:		
REV	DATE	DESCRIPTION

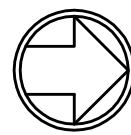
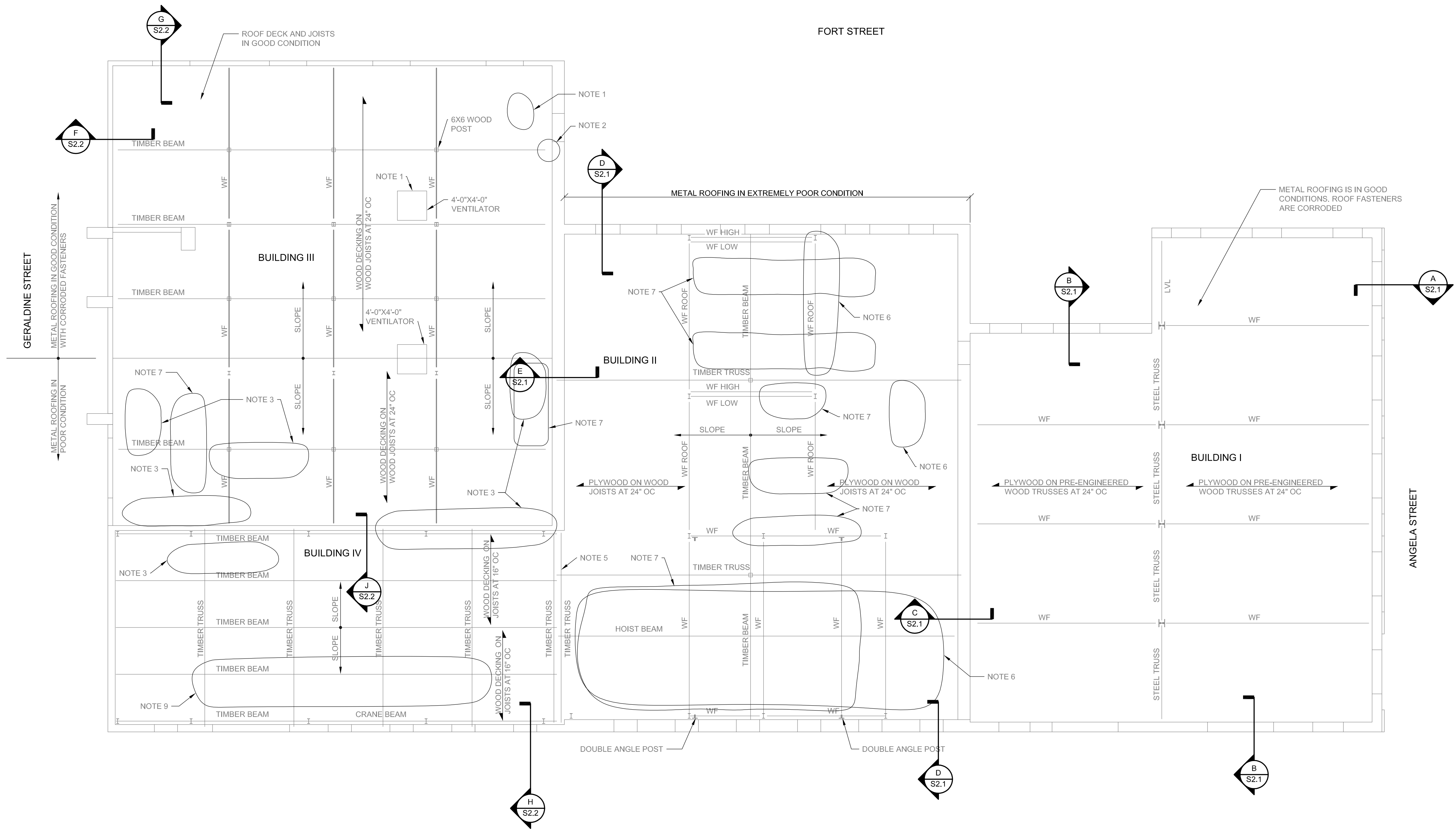
PROJECT NO.	316-048
DATE:	08.03.2016
DRAWN BY:	JEM
CHECKED BY:	MJK

SHEET TITLE:  
**EXISTING MEZZANINE FLOOR PLAN**

SHEET NO.

**S1.2**



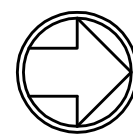
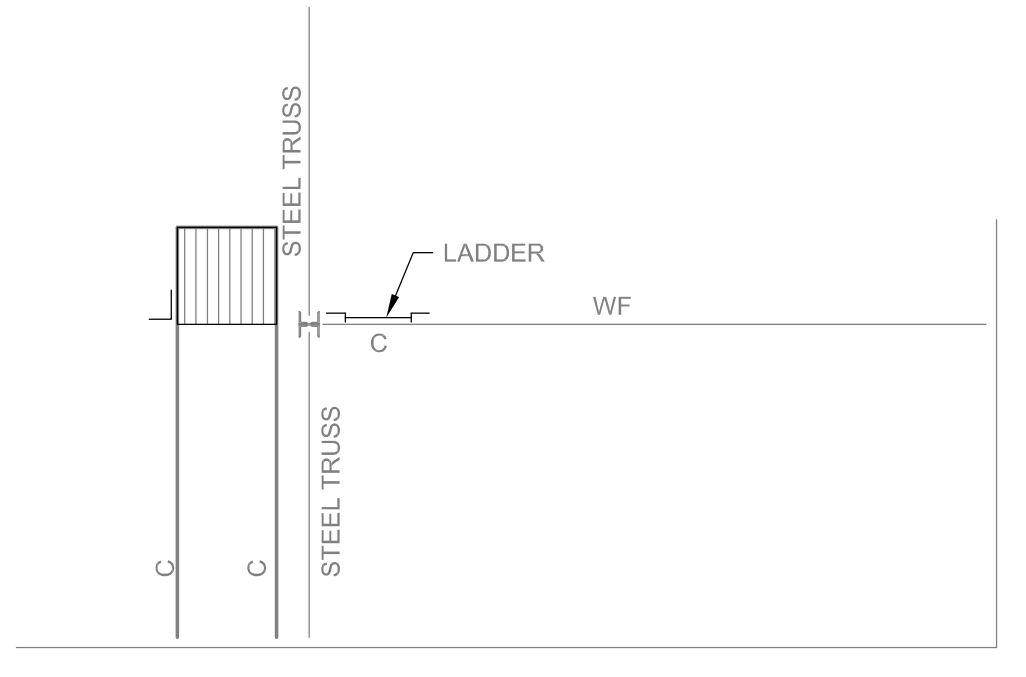


**EXISTING ROOF FRAMING PLAN**

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

**SURVEY NOTES:**

1. CORRODED AREA ON METAL ROOFING
2. DETERIORATED BEAM KICKER
3. BADLY DETERIORATED OR MISSING ROOF DECK
4. DETERIORATED ROOF SHEATHING
5. BADLY DETERIORATED BOTTOM TRUSS CHORD
6. DETERIORATED ROOF SHEATHING
7. AREA OF MISSING METAL ROOFING
8. SURFICIAL CORROSION ON ALL STRUCTURAL STEEL
9. BADLY DETERIORATED AND MISSING ROOF DECK, JOINTS AND METAL DECK



**ELEVATED PLATFORM BUILDING I**

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



6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

**DIESEL PLANT STRUCTURAL SURVEY**  
KEY WEST, FLORIDA

**Project Status**

SEAL: MARK J KEISTER PE 37435

**REVISED / ISSUED FOR:**

REV	DATE	DESCRIPTION

PROJECT NO. 316-048

DATE: 08.03.2016

DRAWN BY: JEM

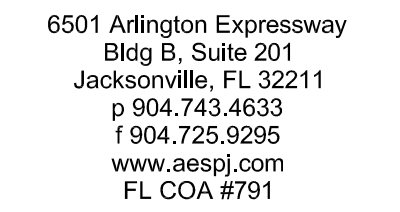
CHECKED BY: MJK

SHEET TITLE:

**EXISTING ROOF FRAMING PLAN**

SHEET NO.

**S1.3**



## Project Status

SEAL: MARK J KEISTER PE 37435

[illegible]

PROJECT NO. 316-04

DATE: 08.03.201

DRAWN BY: JE

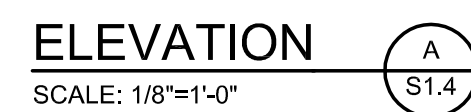
CHECKED BY: \_\_\_\_\_ M.

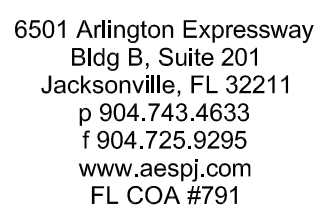
SHEET TITLE:

## EXISTING ELEVATIONS

SHEET NO. \_\_\_\_\_

75





KEY WEST, FLORIDA

## SEAL: MARK J KEISTER PE 37435

[illegible]

SHEET TITLE:

## EXISTING ELEVATIONS

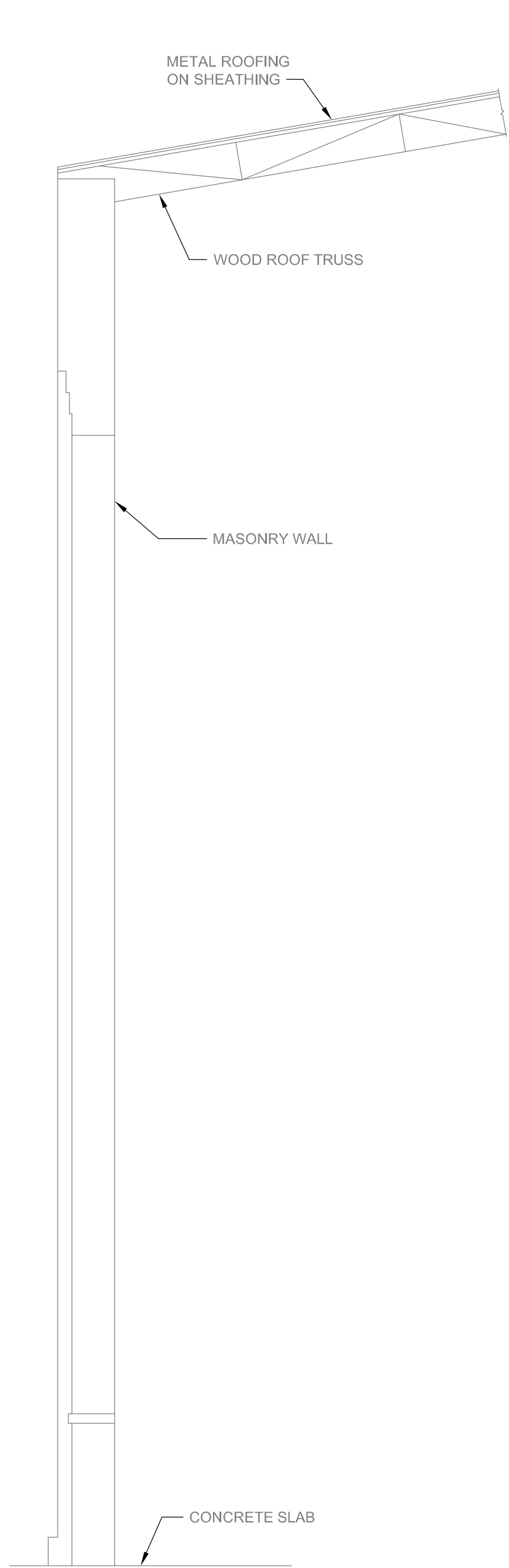
## S1.5



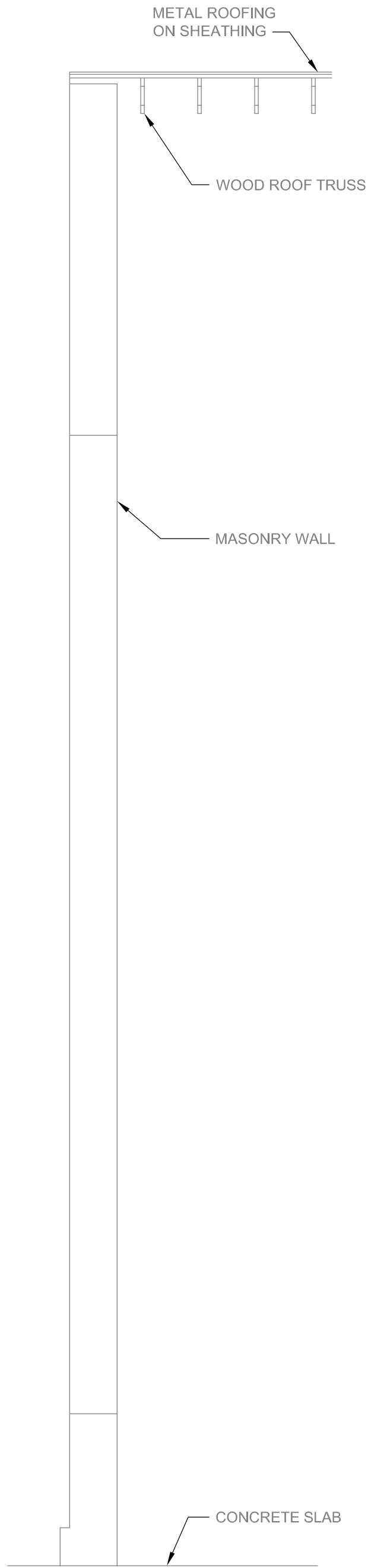
(#) CARBONATION AND CHLORIDE TEST



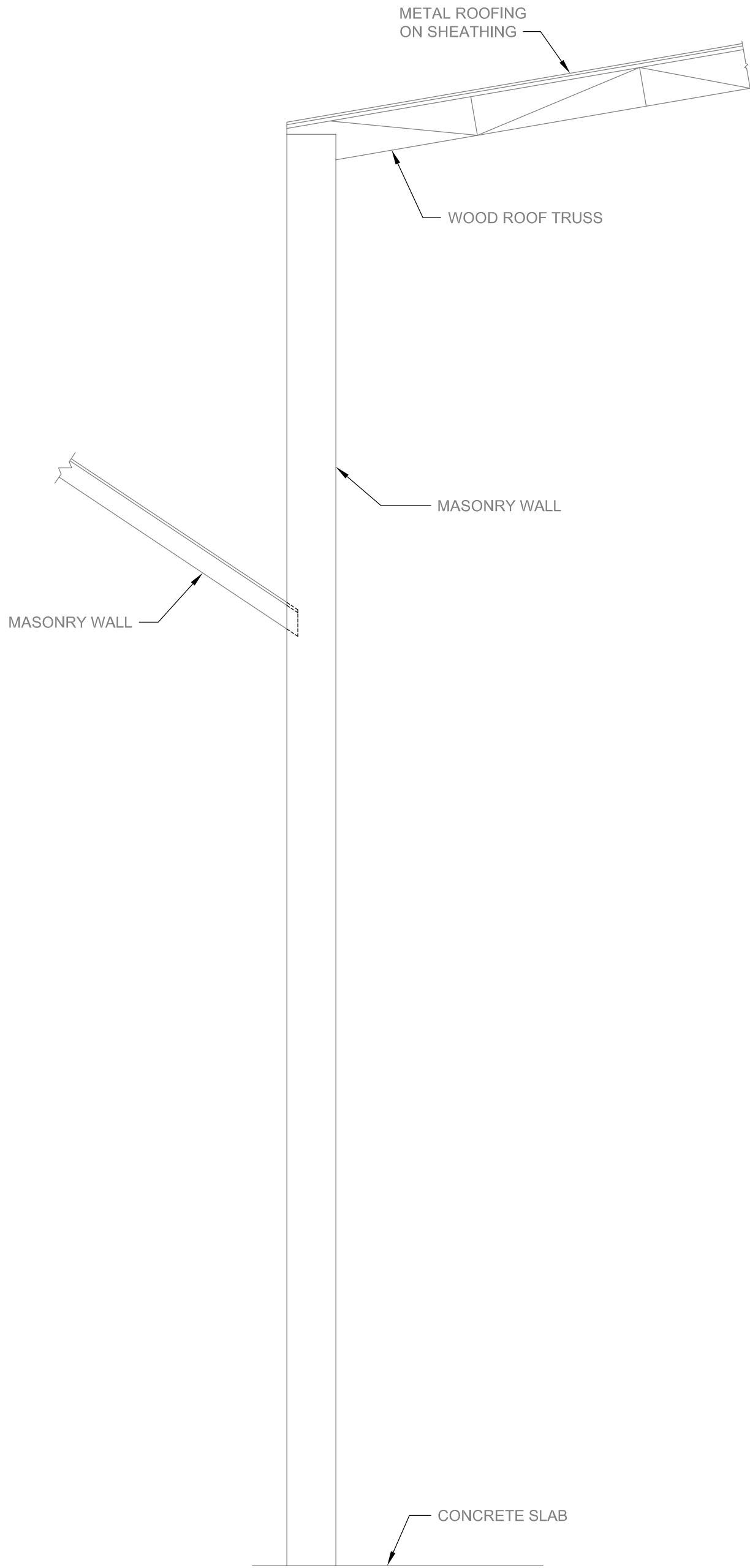
8/3/2016 11:44:55 AM



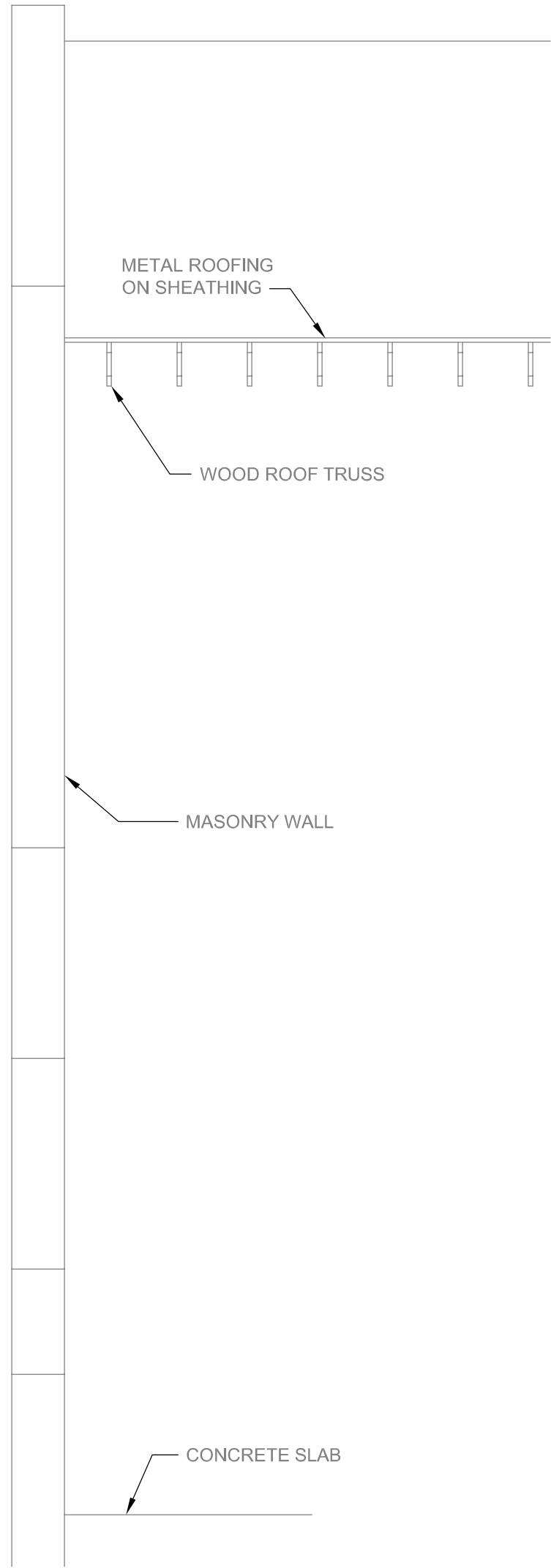
SECTION A  
SCALE: 1/4" = 1'-0"



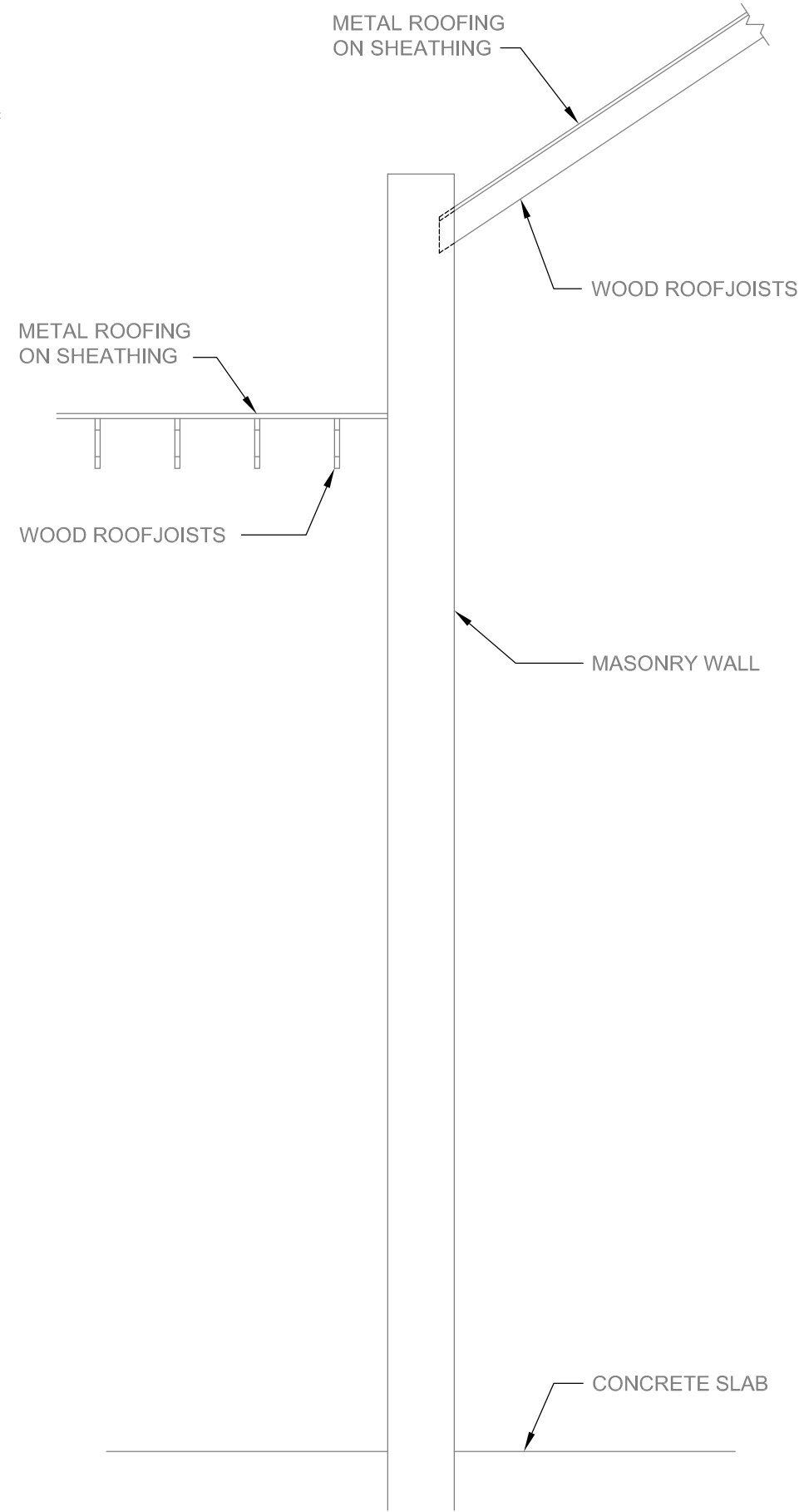
SECTION B  
SCALE: 1/4" = 1'-0"



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



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



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



6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

DIESEL PLANT STRUCTURAL SURVEY  
KEY WEST, FLORIDA

Project Status

SEAL: MARK J KEISTER PE 37435

REVISED / ISSUED FOR:		
REV	DATE	DESCRIPTION

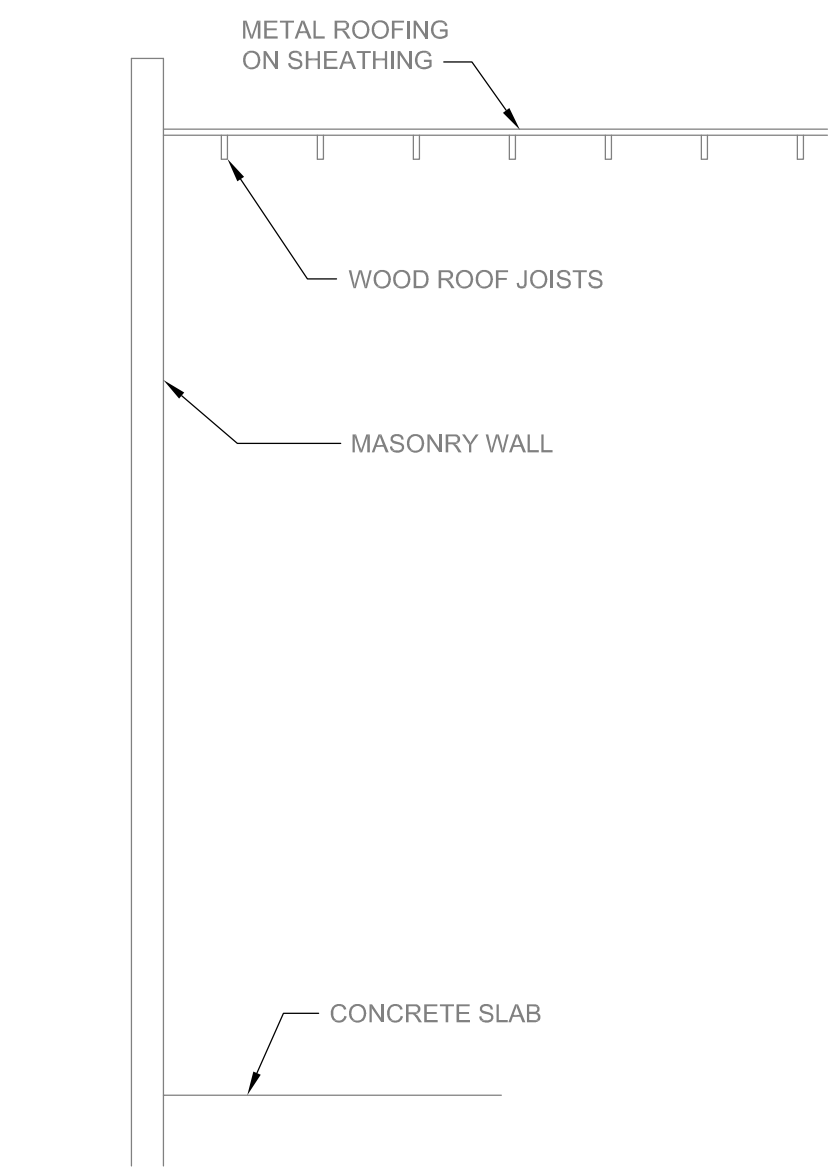
PROJECT NO.	316-048
DATE:	08.03.2016
DRAWN BY:	JEM
CHECKED BY:	MJK

SHEET TITLE:  
**SECTIONS**

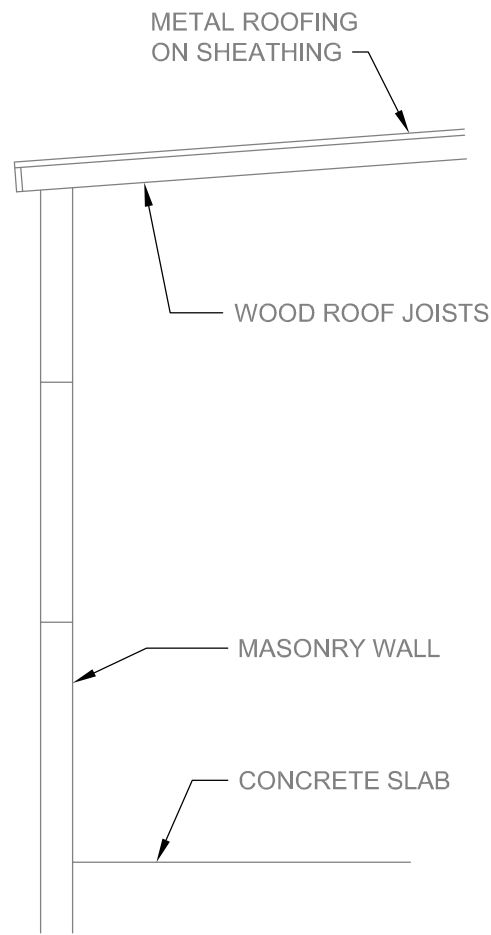
SHEET NO.

S2.1

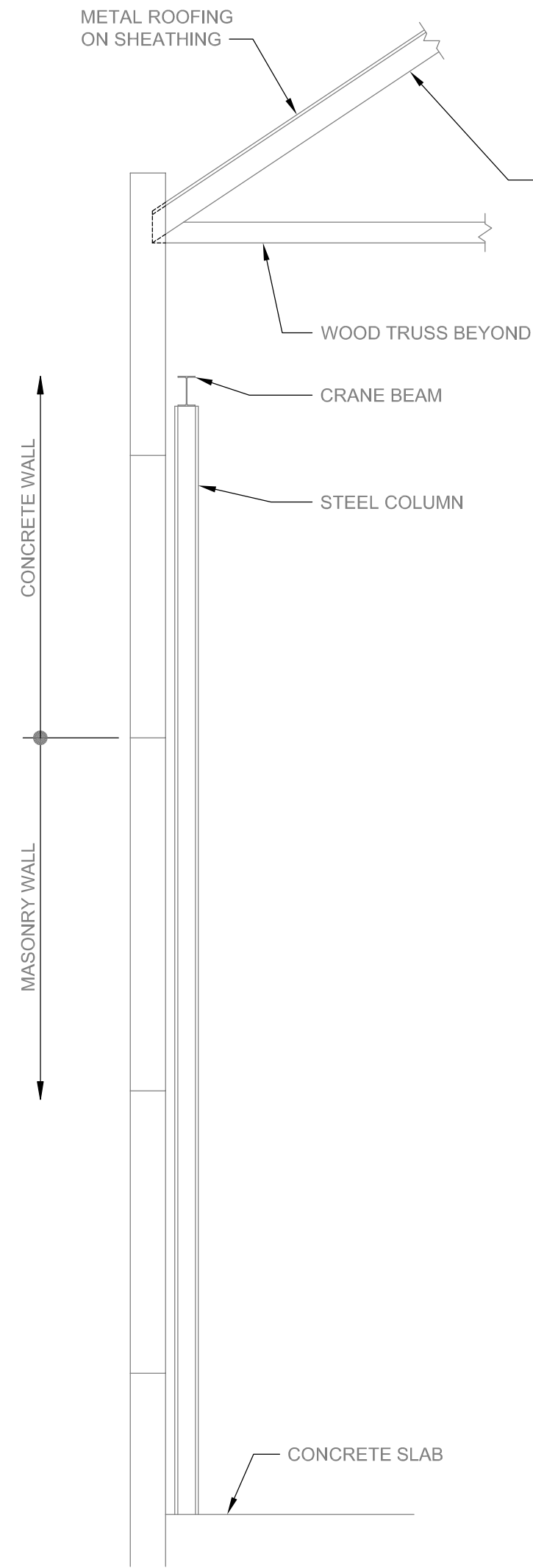
8/3/2016 11:44:07 AM



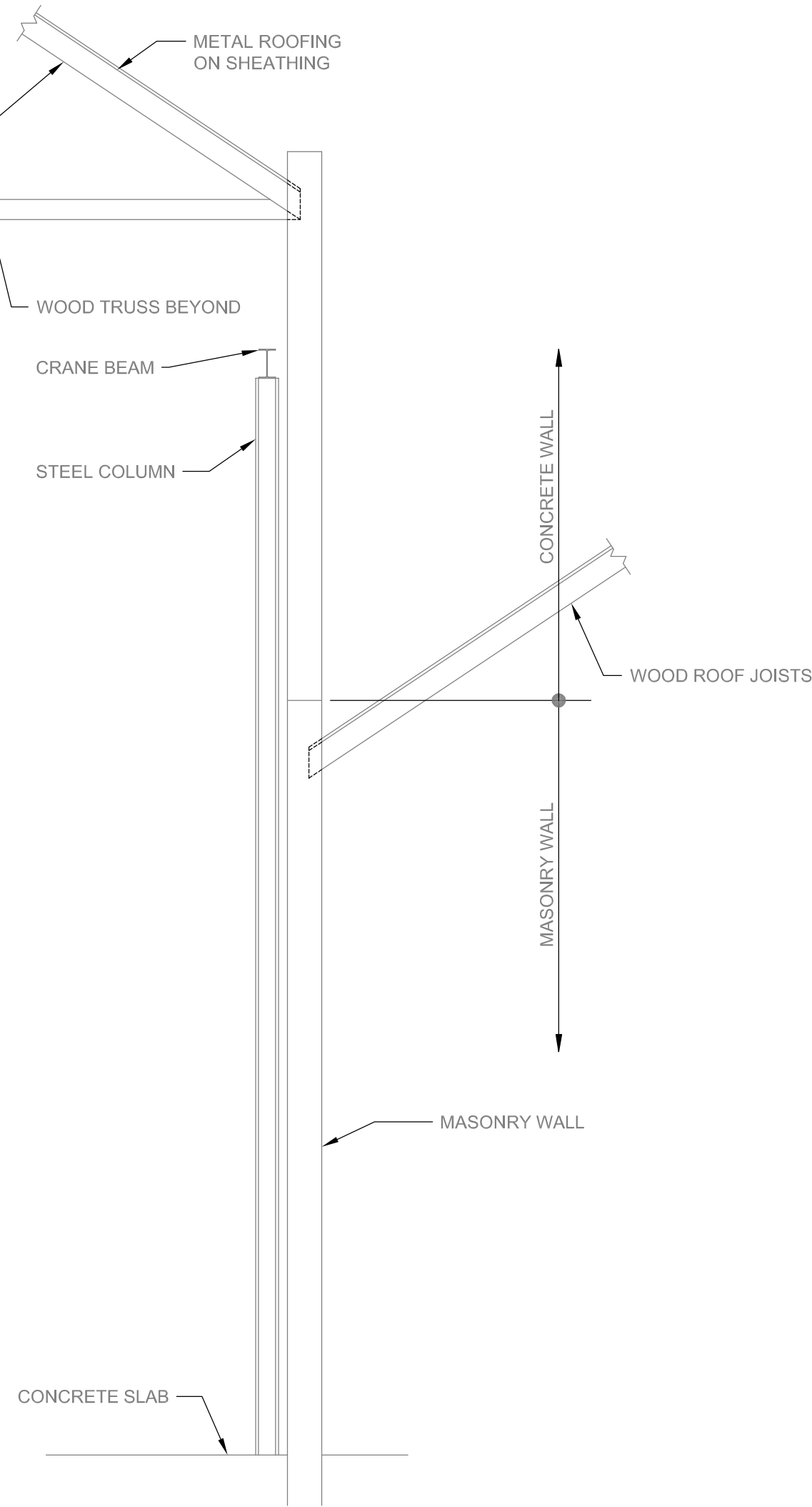
SECTION **F**  
SCALE: 1/4" = 1'-0"



SECTION **G**  
SCALE: 1/4" = 1'-0"



SECTION **H**  
SCALE: 1/4" = 1'-0"



SECTION **J**  
SCALE: 1/4" = 1'-0"



6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

# DIESEL PLANT STRUCTURAL SURVEY

KEY WEST, FLORIDA

**Project Status**  
SEAL: MARK J KEISTER PE 37435

REVISED / ISSUED FOR:		
REV	DATE	DESCRIPTION

PROJECT NO.	316-048
DATE:	08.03.2016
DRAWN BY:	JEM
CHECKED BY:	MJK

SHEET TITLE:  
**SECTIONS**

SHEET NO.  
**S2.2**



ATLANTIC  
ENGINEERING  
SERVICES

# Structural Condition Assessment Key West Diesel Plant Key West, Florida

*Prepared For*

AMEC Foster Wheeler Environmental & Infrastructure, Inc.  
5845 NW 158th Street  
Miami Lakes, Florida 33014

*Prepared By*

Atlantic Engineering Services of Jacksonville  
6501 Arlington Expressway, Building B, Suite 201  
Jacksonville, FL 32211

AES Project No. 316-048  
August 3, 2016



## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
BACKGROUND .....	1 - 2
OBSERVATIONS.....	2 - 3
EVALUATION AND RECOMMENDATIONS .....	4
CONCLUSIONS .....	5
PHOTOGRAPHS .....	6 - 33
APPENDIX A – SURVEY DRAWINGS	
APPENDIX B – CHLORIDE AND CARBONATION TESTING	
APPENDIX C – DEFINITION OF TERMS ASSOCIATED WITH THE DURABILITY OF CONCRETE	
APPENDIX D – EXISTING STRUCTURAL CONDITIONS EVALUATION CRITERIA	





**ATLANTIC  
ENGINEERING  
SERVICES**

6501 Arlington Expy.  
Building B, Suite 201  
Jacksonville, FL 32211  
PH: 904.743.4633  
FX: 904.725.9295  
jax@aespj.com  
www.aespj.com

August 3, 2016

Mr. Greg W. Corning, P.E.  
AMEC Foster Wheeler Environmental & Infrastructure, Inc.  
5845 NW 158th Street  
Miami Lakes, Florida 33014-6721

Re: Structural Condition Assessment  
Key West Diesel Plant  
Key West, Florida

AES Project: #316-048

Dear Greg:

Atlantic Engineering Services of Jacksonville (AES) has completed its structural condition assessment of the Key West Diesel Plant also known as the Angela Street Diesel Plant, which is located at the corner of Fort Street and Geraldine Street, along the extension of Fort Street to Angela Street in Key West, Florida. Our assessment consisted of a visual review of the abandoned Diesel Plant structure on June 21, 22 and 23, 2016, along with carbonation and chloride testing. Concrete chloride testing was performed by AMEC Foster Wheeler Environmental Infrastructure, Inc. and carbonation testing was performed by AES. Present at the site was Mr. Mark J. Keister, P.E.

#### **BACKGROUND**

The Key West Diesel Plant also known as the Angela Street Diesel Plant was the original site of a manufactured gas plant operated by the former Key West Gas Light Company dating back to the late 1880's. By 1887, the name of the Key West Gas Light Company had changed to the Key West Gas and Electric Light Company, and in 1889 discontinued the manufacturing of gas on the property and erected an electrical lighting power house. In 1898, Key West Electric Company was incorporated and carried on electric generation at the site. In 1943, the city of Key West acquired the Key West Electric Company and the electric company was subsequently referred to as the City Electrical System. Diesel Plant operations ceased in the late 1960's and in 2002 the name of the company was changed to Keys Energy Services. Keys Energy Services is the current owner of the property with the Diesel Plant abandoned and an electrical substation occupying the remainder of the site.

The abandoned Diesel Plant consists of four (4) connected one-story, buildings with the three (3) eastern buildings housing four (4) electric dynamos and the southwestern building having a lower roof that probably housed a shop and support spaces. The northernmost eastern building (Building I) houses one (1) dynamo and consists of a high new pre-engineered wood truss framed roof with plywood sheathing and metal roofing supported by perimeter multi-wythe brick walls and interior steel beams and columns (see Photographs 1 and 2). The easternmost center building (Building II) houses two (2) dynamos and consists of metal roofing on plywood sheathing, on wood joists and beams supported by heavy timber trusses and steel beams and columns that support crane beams (see Photographs 3 and 4). The heavy timber roof trusses are supported by perimeter multi-wythe brick walls. The southernmost eastern building (Building IV) houses one (1) dynamo and consists of metal roofing on wood sheathing on wood joists and beams supported by heavy timber trusses, and perimeter low multi-wythe brick walls and upper concrete walls (see Photographs 5 and 6).



Below the roof structure is a gantry crane supported by a steel crane beam and steel columns independent of the perimeter brick walls. To the east of this building is an exterior concrete exhaust structure (Building V), which consists of a concrete roof slab with concrete parapets supported by concrete walls (see Photographs 7 and 8). The southwestern building (Building III) consists of metal roofing on wood sheathing on wood joists, and beams supported by interior steel beams and columns and perimeter multi-wythe brick walls, CMU walls and concrete walls (see Photographs 9 and 10).

All of the dynamos are in pits filled with water and there is extensive trenching with fuel and coolant supply lines around the dynamos, which is also filled with water. In the eastern center building (Building II), there is an interior concrete platform with perimeter steel framed concrete platforms, which appears to have been a central control area (see Photograph 11). In the southwestern building (Building III), there are shallow trenches and numerous equipment foundations. It is unknown what the foundations are, but they are either piles bearing on shallow rock or shallow foundations bearing on the shallow rock.

## OBSERVATIONS

Our structural condition assessment consisted of a visual review of the structure. The survey plans (see Appendix A), approximately locates the deteriorated areas pinpointed during our survey. Concrete carbonation testing was determined at four (4) locations and concrete chloride testing was also determined at four (4) locations. The testing locations are noted on the survey plans (see Appendix A). The results for the concrete carbonation testing are shown in Appendix B and the results for chloride testing results are also shown in Appendix B.

Fresh concrete has a PH of approximately 12 to 13, which creates a layer of passivity on embedded reinforcing that protects the reinforcing from corrosion. With exposure to atmospheric carbon dioxide, concrete PH slowly decreases over time as carbon dioxide penetrates the concrete. When the concrete PH reduces to a value of about 9 to 10, the passivating layer protecting the reinforcing is destroyed and the reinforcing can corrode due to exposure to oxygen and water. The PH at all four (4) locations is 9.5 or lower at the face of reinforcing and the concrete is no longer protecting the reinforcing from corrosion near the surface of the concrete.

Chlorides in concrete greatly accelerate corrosion and the lower the concrete PH, the greater the impact of chloride induced corrosion. Chloride content in concrete exposed to moisture should be less than .15% of Cl to weight of cement and the chloride corrosion threshold is 1.2 lbs. of chloride per cubic yard of concrete, which works out to .0317% Cl for concrete weighing 140 lbs. /cubic yard. Of the four (4) samples tested for chlorides, all exceeded the chloride corrosion threshold with three (3) being very high in chloride content.

- I. The northernmost, eastern building (Building I) has been recently re-roofed and the original wood structure supported by the steel beams and trusses have been replaced with plywood sheathing and wood trusses. The new roofing and roof structure is in excellent condition except that the roofing screws are not stainless steel and are corroding (see Photograph 12). The original steel beams, trusses and columns are in good condition with surficial corrosion except for one (1) column, which has a badly corroded base with more than 20% material loss (see Photograph 13). The slab on grade is cracked and uneven and there is a large crack at the interior door to the adjacent building, and several of the western window sills are spalled with corroded reinforcing and the remainder are cracked (see Photographs 14, 15 and 16).



The exterior masonry walls are in good condition but there are numerous cracks, corroded embedments, deteriorated mortar, corroded lintels, deteriorated face brick, brick cracks with vegetation and random cracks in the concrete water table (see Photographs 17, 18, 19, 20, 21, 22 and 23). At the western return metal panel wall, there is a badly corroded angle purlin and a large column spall with corroded reinforcing and an area of missing metal wall panel (see Photographs 24, 25 and 26). The remaining metal panels are corroded and in poor condition (see Photograph 27).

- II. The eastern center building (Building II) is in much worse condition than the Building I with metal roofing in extremely poor condition with large areas of missing metal roofing and large areas of deteriorated roof decking (see Photograph 28). The roof wood structure is in good condition as well as the steel structure with surficial corrosion except for several badly corroded columns and post bases with more than 20% material loss (see Photographs 29 and 30).

The stair to the concrete platform has badly corroded stair stringer bases with more than 20% material loss and the concrete platform has extensive large concrete spalls with exposed corroding reinforcing (see Photographs 31, 32 and 33). The exterior masonry walls are in good condition, but there are numerous cracks, corroded embedments, deteriorated mortar, deteriorated face brick, infilled arch brick with no lintel, large areas of missing brick, corroding lintels and brick cracks with vegetation (see Photographs 34, 35, 36, 37, 38 and 39).

- III. The southwestern building (Building III) is in worse condition than Building I, but in better condition than the Building II and Building IV. The western metal roof is in good condition with several areas of corroded metal roofing and corroded roofing screws. The eastern metal roof is in poor condition with areas of missing roofing, extensive metal roofing deterioration and areas of deteriorated wood decking (see Photograph 46). The roof wood joists, beams, steel beams and columns are in good condition with surficial steel corrosion on the steel members and a deteriorated wood beam kicker (see Photograph 47). The slab on grade is cracked and uneven and the exterior high concrete has large areas of spalling concrete and a spalling concrete lintel (see Photographs 48 and 49). The exterior CMU and brick has several cracks, corroded embedments and delaminating stucco.

- IV. The southernmost eastern building (Building IV) is in worse condition than Building II with a large area of missing metal roofing and wood sheathing, a deteriorated bottom roof truss chord and a wall opening with numerous loose and missing bricks with bricks falling (see Photographs 40, 41 and 42). The wood roof joists are in poor condition but the wood trusses appear in good condition. The steel structure is in good condition with surficial corrosion but many of the steel column bases are severely corroded with more than 20% material loss (see Photograph 43). The exterior masonry walls are in good condition but there are numerous cracks, corroded embedments, deteriorated mortar and loose and missing face brick. The upper concrete walls have large areas of honey combed concrete and an area of spalled concrete with corroded reinforcing (see Photographs 44 and 45).

- V. The concrete exhaust building (Building V) is in good condition with corroded steel ladders; a badly corroded pipe support, a cracked housekeeping pad and a hairline crack in the roof parapet (see Photographs 50, 51, 52 and 53). The exterior pit and chute walls are in poor condition with cracked and spalling concrete with corroding reinforcing (see Photograph 54). All of the interior pits are full of water and breeding mosquitos. The interior trench and pit edge angles are in poor condition and badly corroded (see Photograph 55). All of the dynamos are in poor condition and badly corroded (see Photograph 56).



## EVALUATION AND RECOMMENDATIONS

Building I is in good condition with the exterior masonry requiring repair and several window lintels requiring replacement. The steel structure is in good condition with surficial corrosion except for one (1) column that needs reinforcement due to excessive corrosion at its base. All of the steel needs to be cleaned of corrosion and coated with a corrosion inhibiting coating. The slab on grade is cracked and uneven and is due for replacement. The exterior masonry requires repointing and all of the corroded embedments and steel lintels need to be cleaned of corrosion and coated with a corrosion inhibiting coating. The deteriorated face brick needs to be removed and replaced and the vegetation in the wall cracks needs to be removed and the cracks repointed. At the western return metal panel wall, the badly corroded angle purlin needs replacement as well as the wall metal panels. The concrete spall in this wall also requires repair.

The remainder of the buildings are in worse condition than Building I with Building IV being in the worst condition with a portion of missing roof. These buildings are stable but require new roofs with extensive roof sheathing replacement and some wood structure reinforcement and replacement. At the areas of missing and badly deteriorated roofing, these roofs could sustain significant damage in a severe wind event losing the remainder of their roofing and sheathing. In general, the steel structure is in good condition with surficial corrosion but several columns will need reinforcement due to excessive corrosion at their bases. All of the steel needs to be cleaned of corrosion and coated with a corrosion inhibiting coating. At Building IV, the wall opening with numerous loose and missing bricks and falling bricks needs to be shored or repaired immediately to prevent further deterioration of the wall. The exterior masonry walls are in good condition except for the northwest corner of Building II where there is a large area of missing brick that needs to be rebuilt. The remaining walls need to be repointed, deteriorated face brick removed and replaced and the vegetation in the wall cracks removed and the cracks repointed. Like Building I, all of the corroded embedments and steel lintels need to be cleaned of corrosion and coated with a corrosion inhibiting coating. In many of the arched brick openings, brick has been infilled with no lintel installed. This infill brick is being held in place by the mortar alone and in areas is cracking. This infill brick needs to be removed or steel lintels installed to support it. At Building II, the concrete platform is in poor condition with large spalls and the concrete carbonated to the reinforcing with the concrete containing high levels of chlorides. If it is the owner's desire to rehabilitate this platform when the concrete is repaired, it should be treated with a penetrating corrosion inhibitor or an active cathodic protection system installed. Due to the thickness of the platform walls, both will be expensive, therefore strong consideration should be taken for demolishing this platform. The exterior concrete walls and pits, except for Building V, are in poor condition requiring extensive repair. Like the Building II concrete platform, the concrete contains high levels of chlorides and once repaired, the walls should be treated with a penetrating corrosion inhibitor or an active cathodic protection system installed, and the exterior concrete coated with a penetrating sealer. The exterior pits and chutes are abandoned and should be cleaned of debris, the top of the deteriorated walls demolished to 8" below grade and filled with clean fill or stone. All of the interior trench and pit edge angles are in poor condition and badly corroded. All of the dynamo pits are full of water and breeding mosquitos. When the deteriorated dynamos are removed, the pits need to be pumped empty of water. The pits and trenches need to be dewatered, cleared of debris with the edge angles removed, and the pits and trenches filled with clean fill or stone with a concrete slab on grade placed, drilled and adhesived into the pit and trench walls level with the surrounding concrete slabs on grade. If any of the dynamos are kept for display, their pits should be pumped empty of water and filled and capped as described above.



## CONCLUSIONS

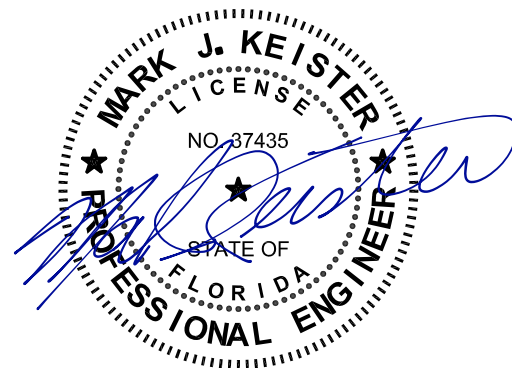
Building I is in good condition having been re-roofed but does require repair as outlined above. The remainder of the buildings are in worse condition, with Building IV being in the worst condition with a large portion of roof missing and a wall opening with numerous loose, missing and falling bricks. This opening needs to be shored or repaired immediately. These buildings are stable but they need to be re-roofed and damaged sheathing and roofing members replaced. At the areas of missing and badly deteriorated roofing, these roofs could sustain significant damage in a severe wind event losing the remainder of their roofing and sheathing. The exterior masonry requires extensive repointing and isolated areas of rebuilding. All of the concrete has a high chloride content and the walls and center building platform requires extensive concrete repair. Strong consideration should be taken for removing this platform in lieu of repair. All of the structural steel requires cleaning of corrosion and coating with a corrosion inhibiting coating. Many of the column bases require reinforcement due to excessive corrosion. The exterior walls have a great deal of corroding embedments, which require cleaning of corrosion and coating with a rust inhibitive coating. All of the dynamo pits are full of water and their pits should be filled and capped. All of the remaining pits and trenches should also be dewatered, filled and capped as well as the exterior chutes and pits.

It has been a pleasure serving you as a consulting structural engineer. Please contact our office if there are any questions regarding this correspondence, or if you need any additional information.

Very truly yours,  
ATLANTIC ENGINEERING SERVICES OF JACKSONVILLE  
FLORIDA CERTIFICATE OF AUTHORIZATION #791

Mark J. Keister, P.E.  
Principal

MJK/drg



08/08/16





PHOTOGRAPH 1 (BUILDING I)



PHOTOGRAPH 2 (BUILDING I)





PHOTOGRAPH 3 (BUILDING II)



PHOTOGRAPH 4 (BUILDING II)





**PHOTOGRAPH 5 (BUILDING IV AND V)**



**PHOTOGRAPH 6 (BUILDING IV)**



**PHOTOGRAPH 7 (BUILDING V)**



**PHOTOGRAPH 8 (BUILDING V)**





PHOTOGRAPH 9 (BUILDING III)



PHOTOGRAPH 10 (BUILDING III)



PHOTOGRAPH 11 (BUILDING II)



PHOTOGRAPH 12 (BUILDING I)





PHOTOGRAPH 13 (BUILDING I)



PHOTOGRAPH 14 (BUILDING I)



PHOTOGRAPH 15 (BUILDING I)



PHOTOGRAPH 16 (BUILDING I)





**PHOTOGRAPH 17 (BUILDING I)**



**PHOTOGRAPH 18 (BUILDING I)**





PHOTOGRAPH 19 (BUILDING I)



PHOTOGRAPH 20 (BUILDING I)



PHOTOGRAPH 21 (BUILDING I)



PHOTOGRAPH 22 (BUILDING I)





PHOTOGRAPH 23 (BUILDING I)



PHOTOGRAPH 24 (BUILDING I)



PHOTOGRAPH 25 (BUILDING I)



PHOTOGRAPH 26 (BUILDING I)





PHOTOGRAPH 27 (BUILDING I)



PHOTOGRAPH 28 (BUILDING II)



PHOTOGRAPH 29 (BUILDING II)



PHOTOGRAPH 30 (BUILDING II)





PHOTOGRAPH 31 (BUILDING II)



PHOTOGRAPH 32 (BUILDING II)



PHOTOGRAPH 33 (BUILDING II)



PHOTOGRAPH 34 (BUILDING II)





PHOTOGRAPH 35 (BUILDING II)



PHOTOGRAPH 36 (BUILDING II)





PHOTOGRAPH 37 (BUILDING II)



PHOTOGRAPH 38 (BUILDING II)





PHOTOGRAPH 39 (BUILDING II)



PHOTOGRAPH 40 (BUILDING IV)





PHOTOGRAPH 41 (BUILDING IV)



PHOTOGRAPH 42 (BUILDING IV)





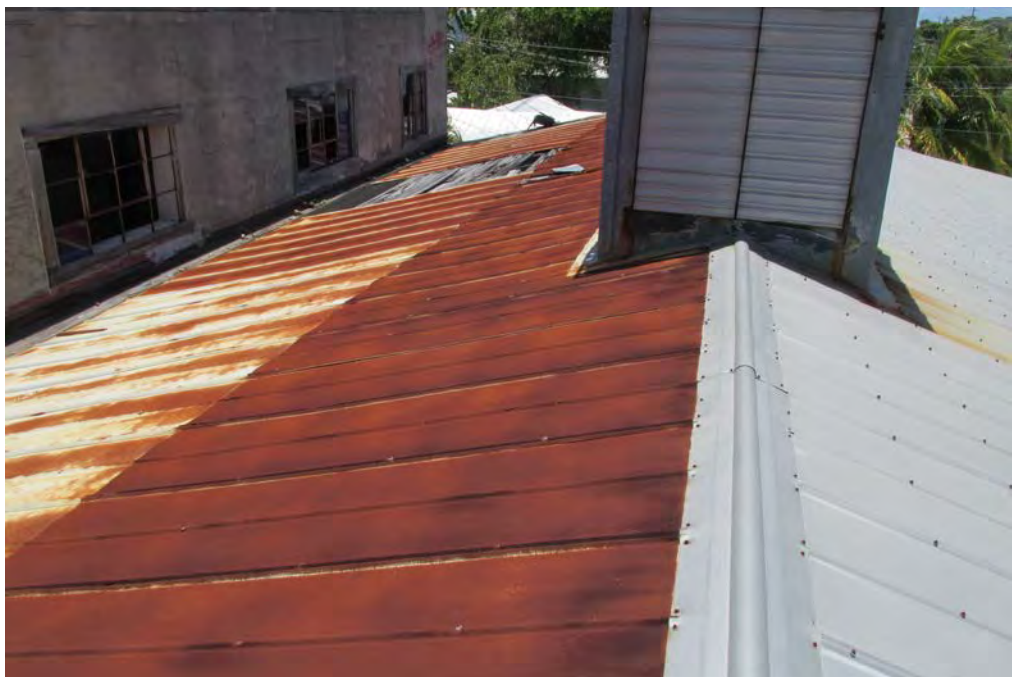
PHOTOGRAPH 43 (BUILDING IV)



PHOTOGRAPH 44 (BUILDING IV)



PHOTOGRAPH 45 (BUILDING IV)



PHOTOGRAPH 46 (BUILDING III)





PHOTOGRAPH 47 (BUILDING III)



PHOTOGRAPH 48 (BUILDING III)



**PHOTOGRAPH 49 (BUILDING III)**



**PHOTOGRAPH 50 (BUILDING V)**





PHOTOGRAPH 51 (BUILDING V)



PHOTOGRAPH 52 (BUILDING V)





PHOTOGRAPH 53 (BUILDING V)



PHOTOGRAPH 54



PHOTOGRAPH 55 (BUILDING III)



PHOTOGRAPH 56 (BUILDING I)



**ATLANTIC  
ENGINEERING**  
SERVICES

## **APPENDIX A**

## **SURVEY DRAWINGS**





6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

DIESEL PLANT STRUCTURAL SURVEY  
KEY WEST, FLORIDA

Project Status

SEAL: MARK J KEISTER PE 37435

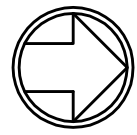
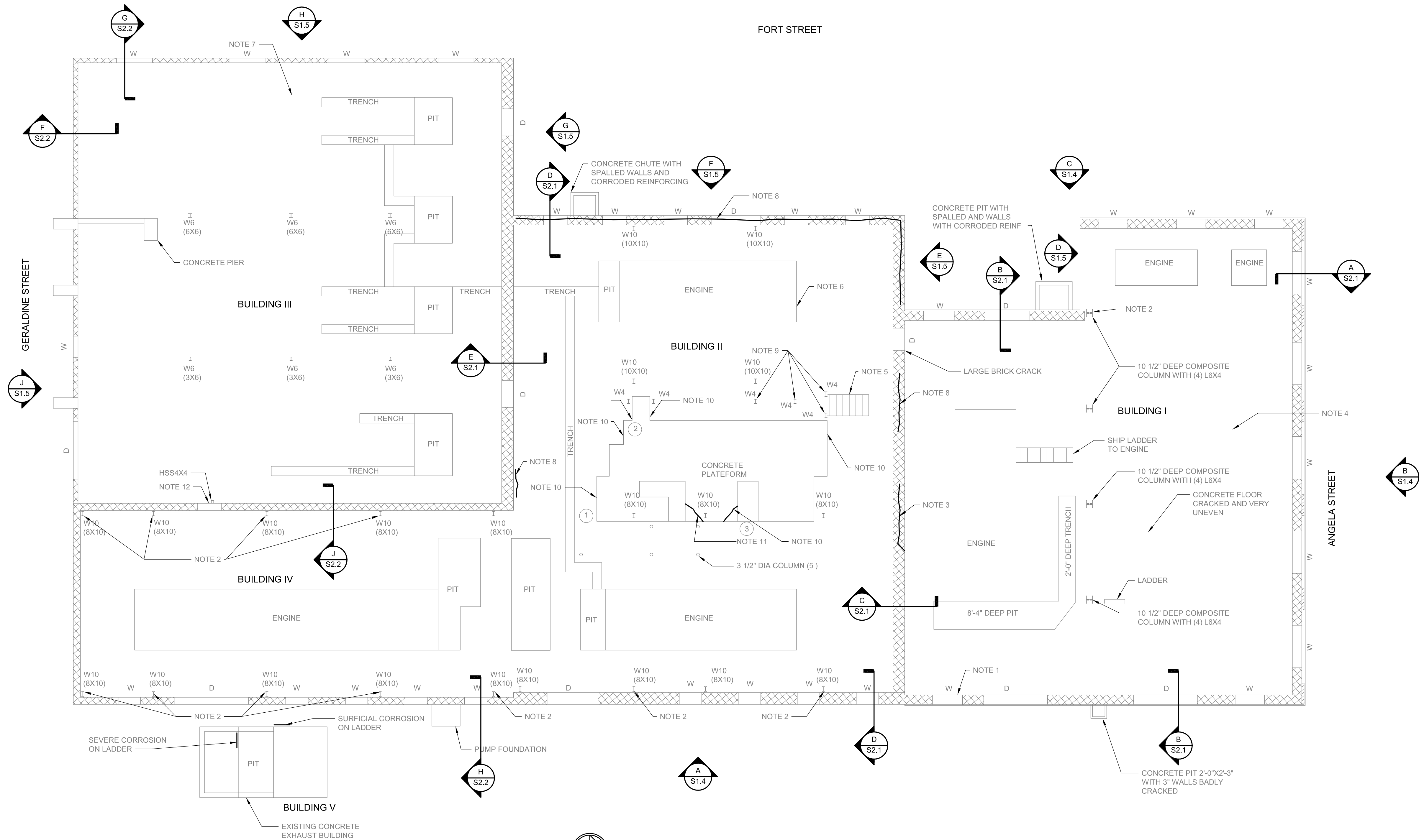
REVISED / ISSUED FOR:		
REV	DATE	DESCRIPTION

PROJECT NO. 316-048  
DATE: 08.03.2016  
DRAWN BY: JEM  
CHECKED BY: MJK

SHEET TITLE:  
**EXISTING FLOOR PLAN**

SHEET NO.

**S1.1**



**EXISTING FLOOR PLAN**

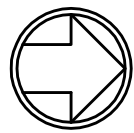
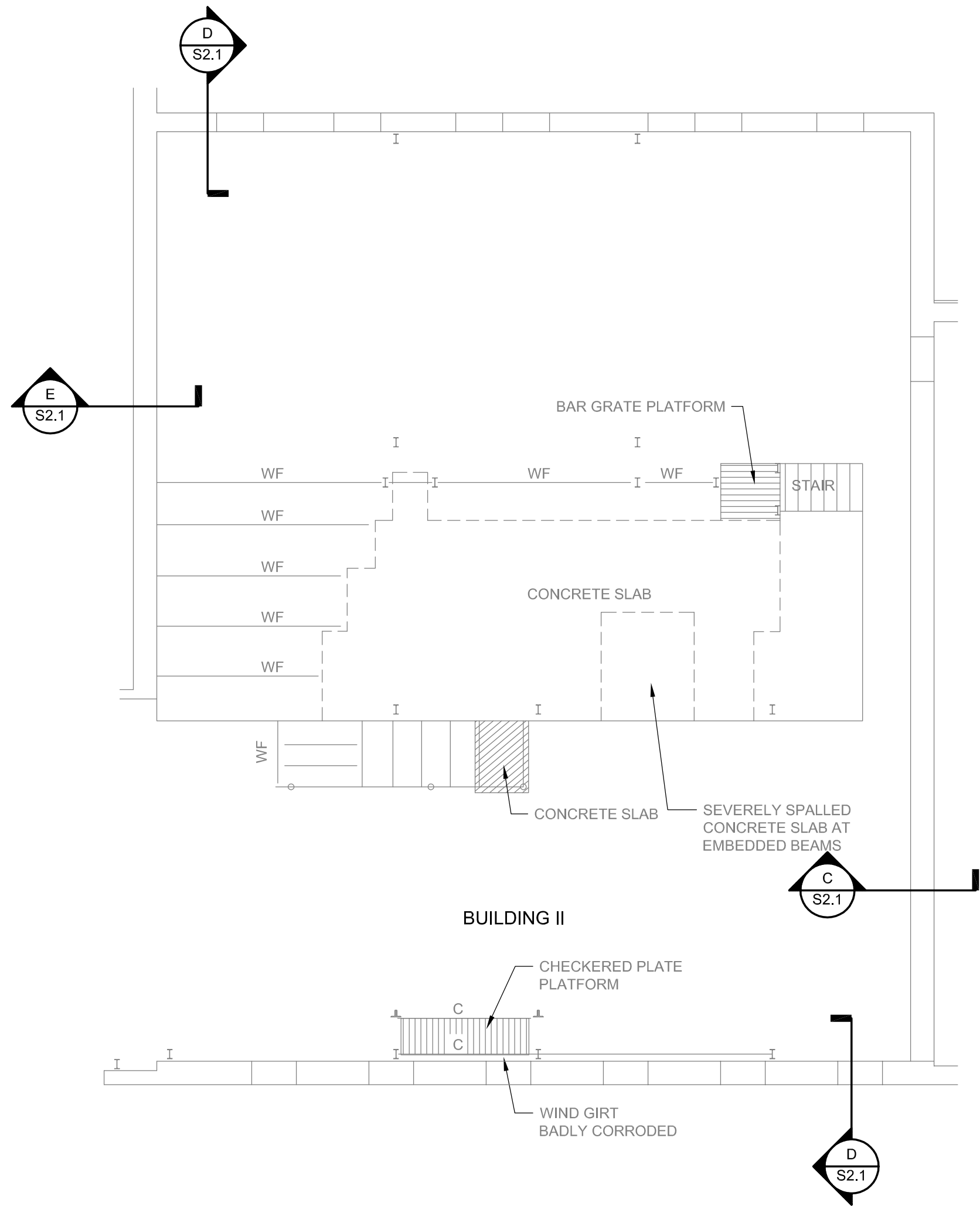
SCALE: 1/8"=1'-0"

**SURVEY NOTES:**

1. DETERIORATED FACE OF BRICK
2. BADLY CORRODED COLUMN BASE AND OR COLUMN
3. CRACKS IN BRICK AT WALL PENETRATIONS AND ELEVATED OPENINGS
4. CONCRETE FLOOR CRACKED AND UNEVEN
5. BADLY CORRODED STAIR STRINGERS AT BASE OF STAIR
6. TRENCH AND PIT EDGE ANGLE BADLY CORRODED
7. CONCRETE FLOOR CRACKED AND UNEVEN - TRENCH AND PIT EDGE ANGLES ARE BADLY CORRODED
8. DETERIORATED MORTAR JOINTS
9. BADLY CORRODED POST BASE
10. LARGE SPALL WITH EXPOSED CORRODING REINFORCING
11. SEVERE CRACK AT CONCRETE BASE
12. BADLY DETERIORATED BRICK AT WALL OPENING
13. SURFICIAL CORROSION ON ALL STRUCTURAL STEEL.

# CARBONATION AND CHLORIDE TEST

8/3/2016 11:55:47 AM

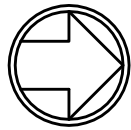
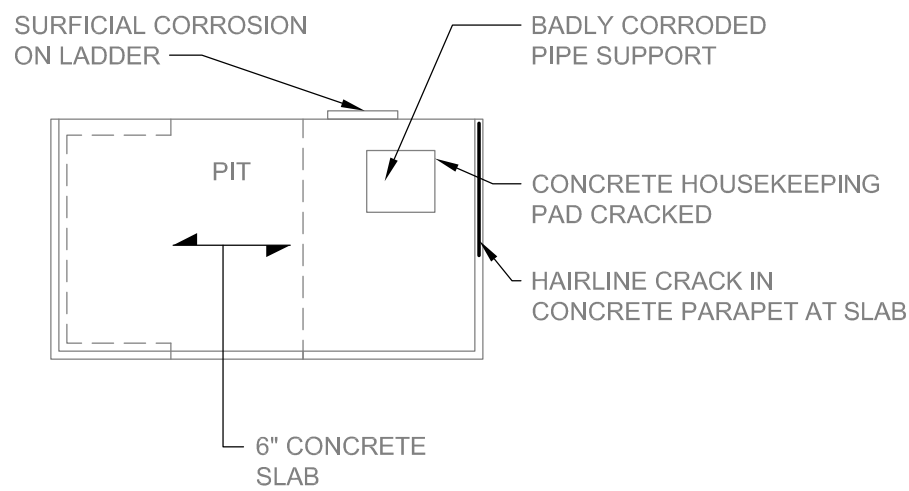


**EXISTING MEZZANINE FLOOR PLAN BUILDING II**

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

SURVEY NOTES:

1. SURFICIAL CORROSION ON ALL STRUCTURAL STEEL.



**EXISTING CONCRETE EXHAUST ROOF PLAN BUILDING V**

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



6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

**DIESEL PLANT STRUCTURAL SURVEY**  
KEY WEST, FLORIDA

**Project Status**

SEAL: MARK J KEISTER PE 37435

REVISED / ISSUED FOR:

REV	DATE	DESCRIPTION

PROJECT NO. 316-048

DATE: 08.03.2016

DRAWN BY: JEM

CHECKED BY: MJK

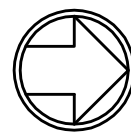
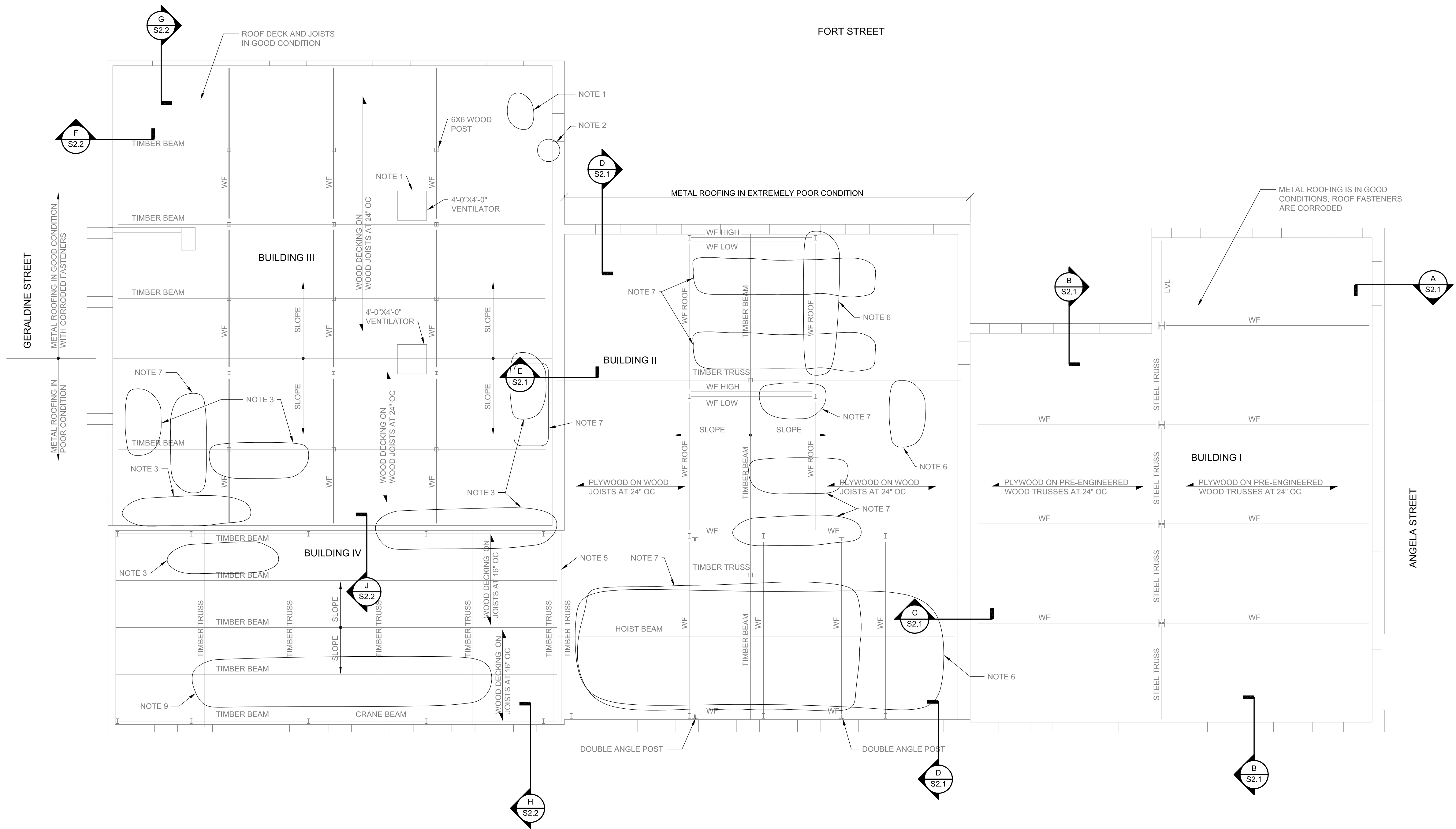
SHEET TITLE:

**EXISTING MEZZANINE FLOOR PLAN**

SHEET NO.

**S1.2**



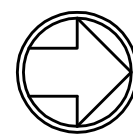
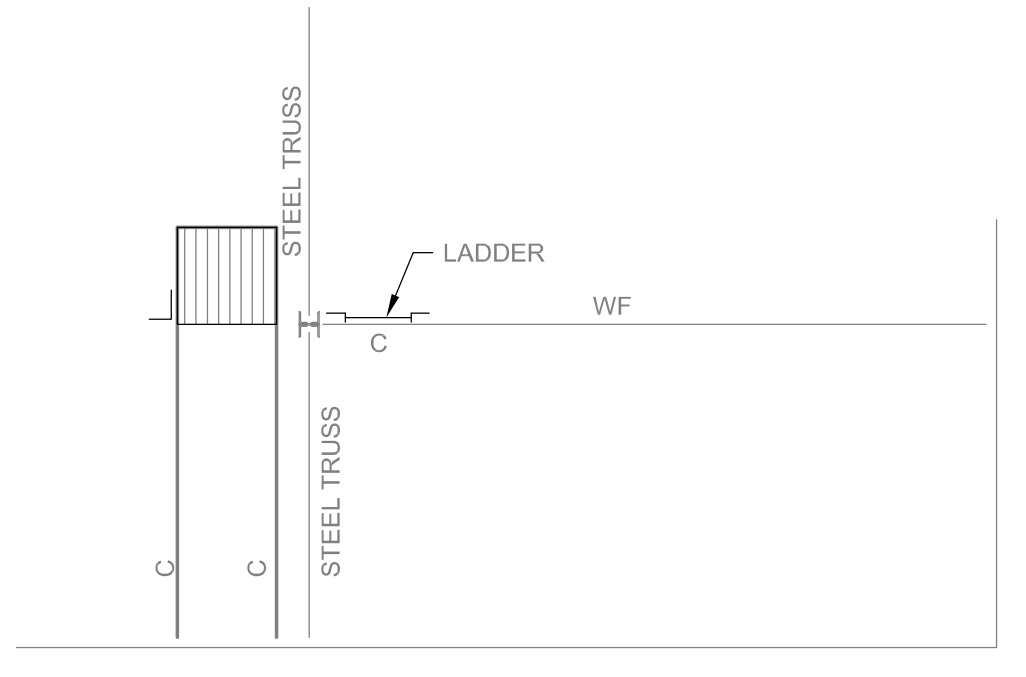


**EXISTING ROOF FRAMING PLAN**

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

**SURVEY NOTES:**

1. CORRODED AREA ON METAL ROOFING
2. DETERIORATED BEAM KICKER
3. BADLY DETERIORATED OR MISSING ROOF DECK
4. DETERIORATED ROOF SHEATHING
5. BADLY DETERIORATED BOTTOM TRUSS CHORD
6. DETERIORATED ROOF SHEATHING
7. AREA OF MISSING METAL ROOFING
8. SURFICIAL CORROSION ON ALL STRUCTURAL STEEL
9. BADLY DETERIORATED AND MISSING ROOF DECK, JOINTS AND METAL DECK



**ELEVATED PLATFORM BUILDING I**

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



6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

**DIESEL PLANT STRUCTURAL SURVEY**  
KEY WEST, FLORIDA

**Project Status**

SEAL: MARK J KEISTER PE 37435

**REVISED / ISSUED FOR:**

REV	DATE	DESCRIPTION

PROJECT NO. 316-048

DATE: 08.03.2016

DRAWN BY: JEM

CHECKED BY: MJK

SHEET TITLE:

**EXISTING ROOF  
FRAMING PLAN**

SHEET NO.

**S1.3**



6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

DIESEL PLANT STRUCTURAL SURVEY  
KEY WEST, FLORIDA

Project Status

SEAL: MARK J KEISTER PE 37435

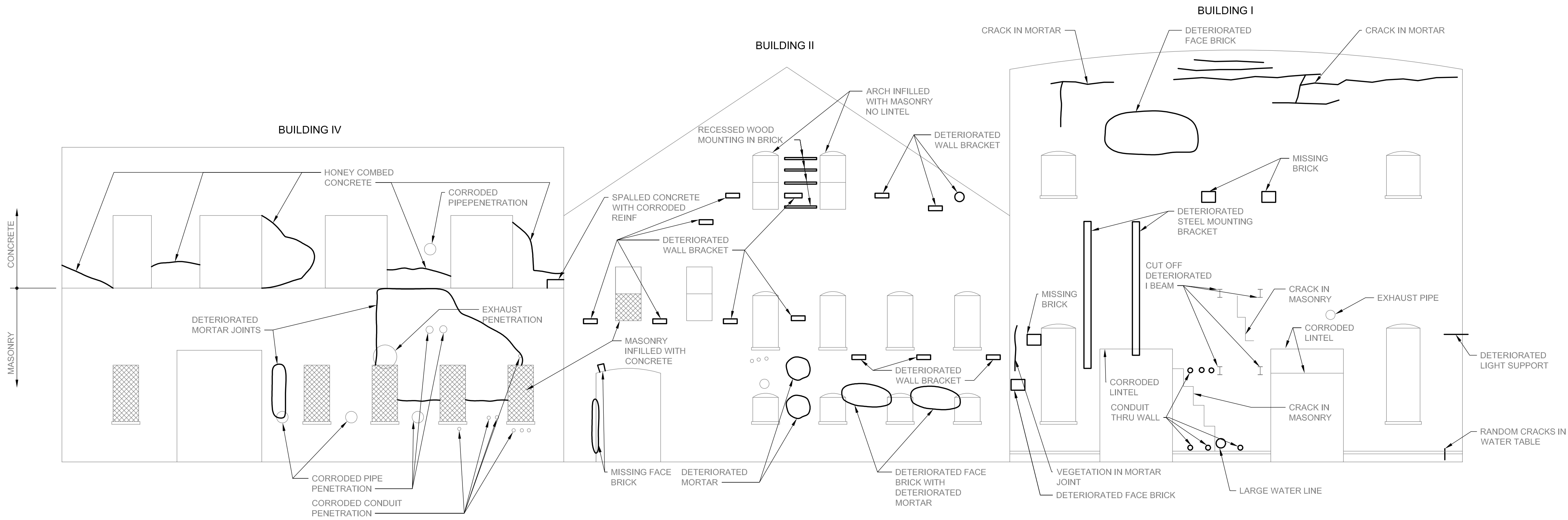
REVISED / ISSUED FOR:		
REV	DATE	DESCRIPTION

PROJECT NO.	316-048
DATE:	08.03.2016
DRAWN BY:	JEM
CHECKED BY:	MJK

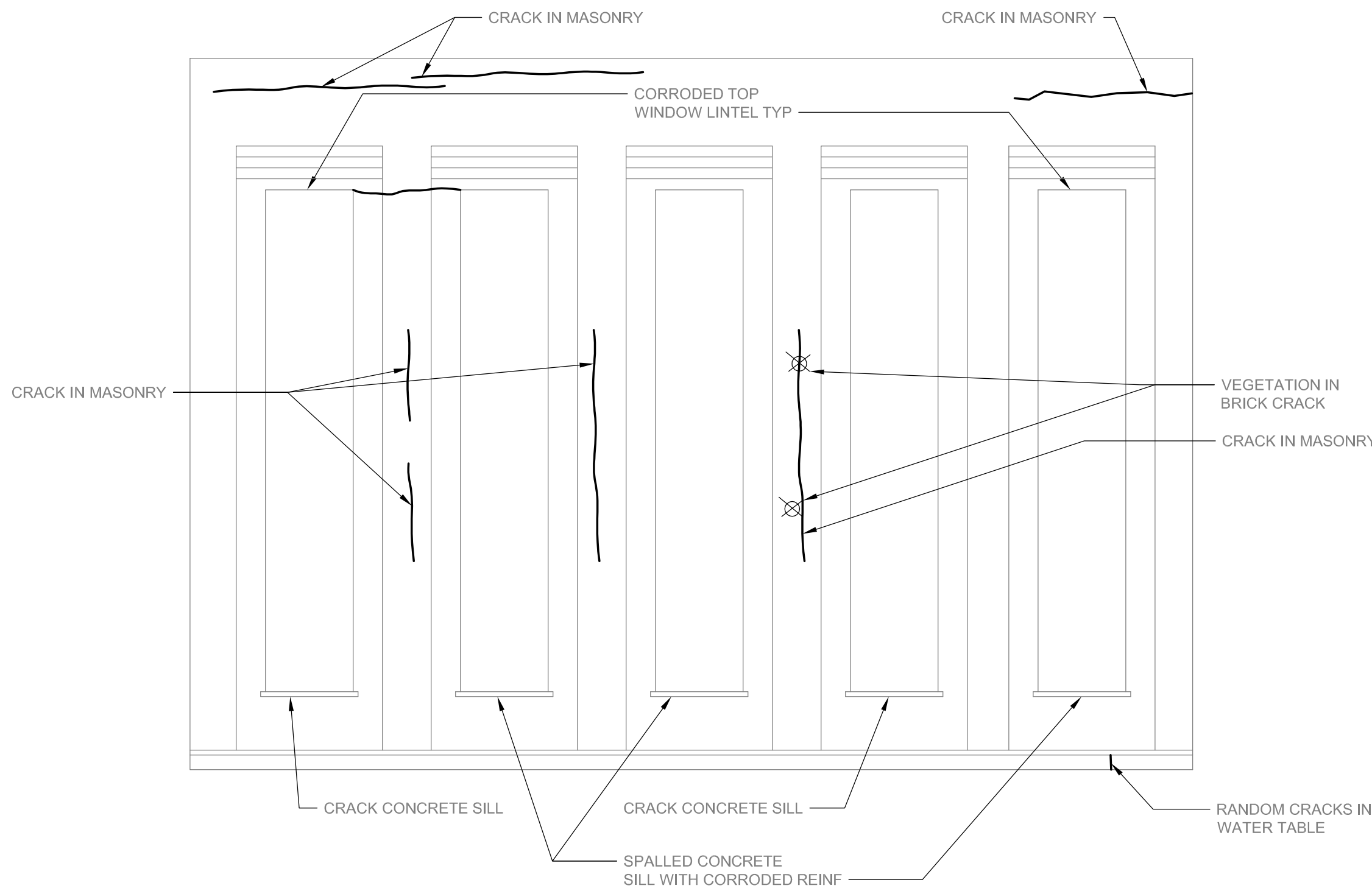
SHEET TITLE:  
**EXISTING  
ELEVATIONS**

SHEET NO.

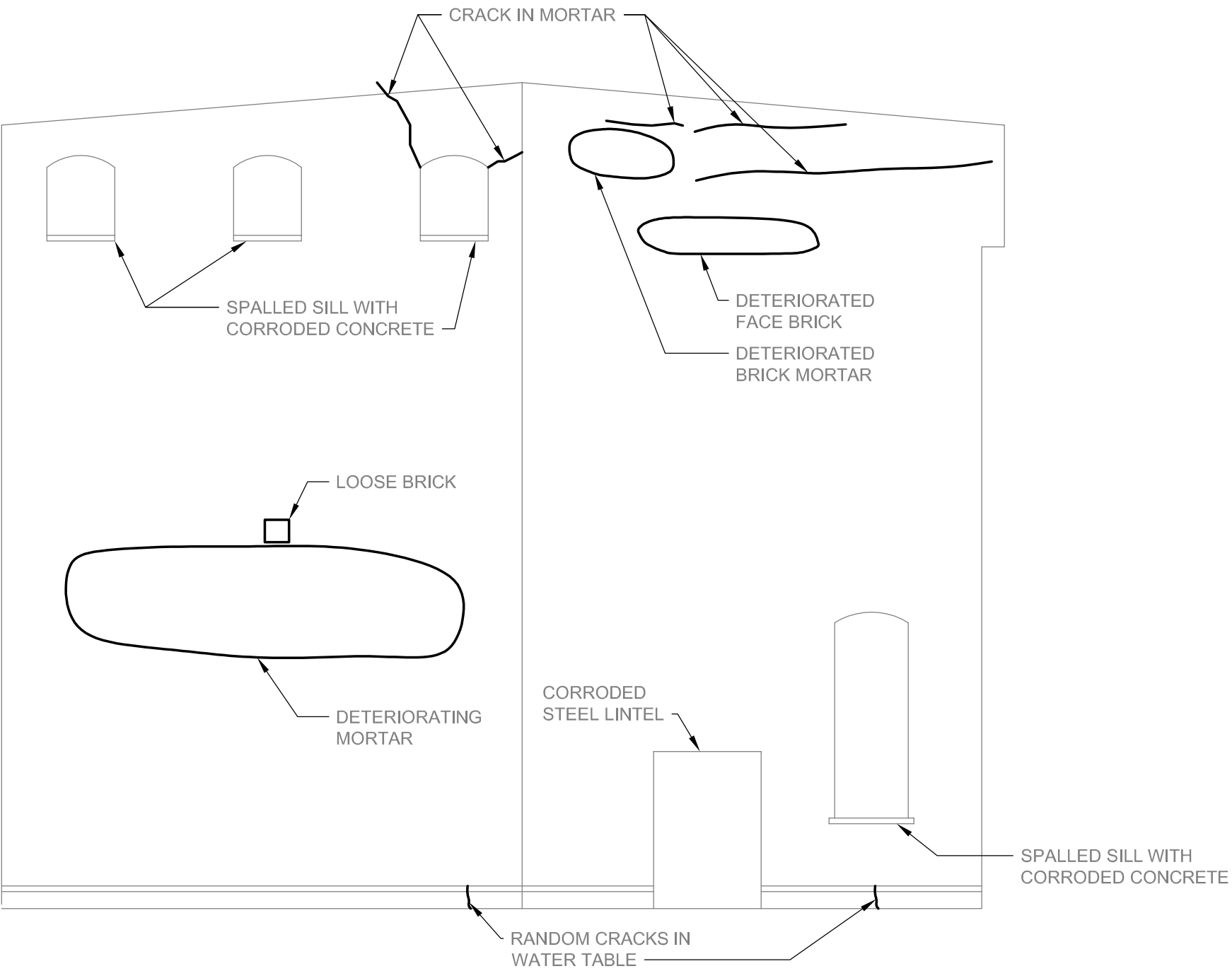
**S1.4**



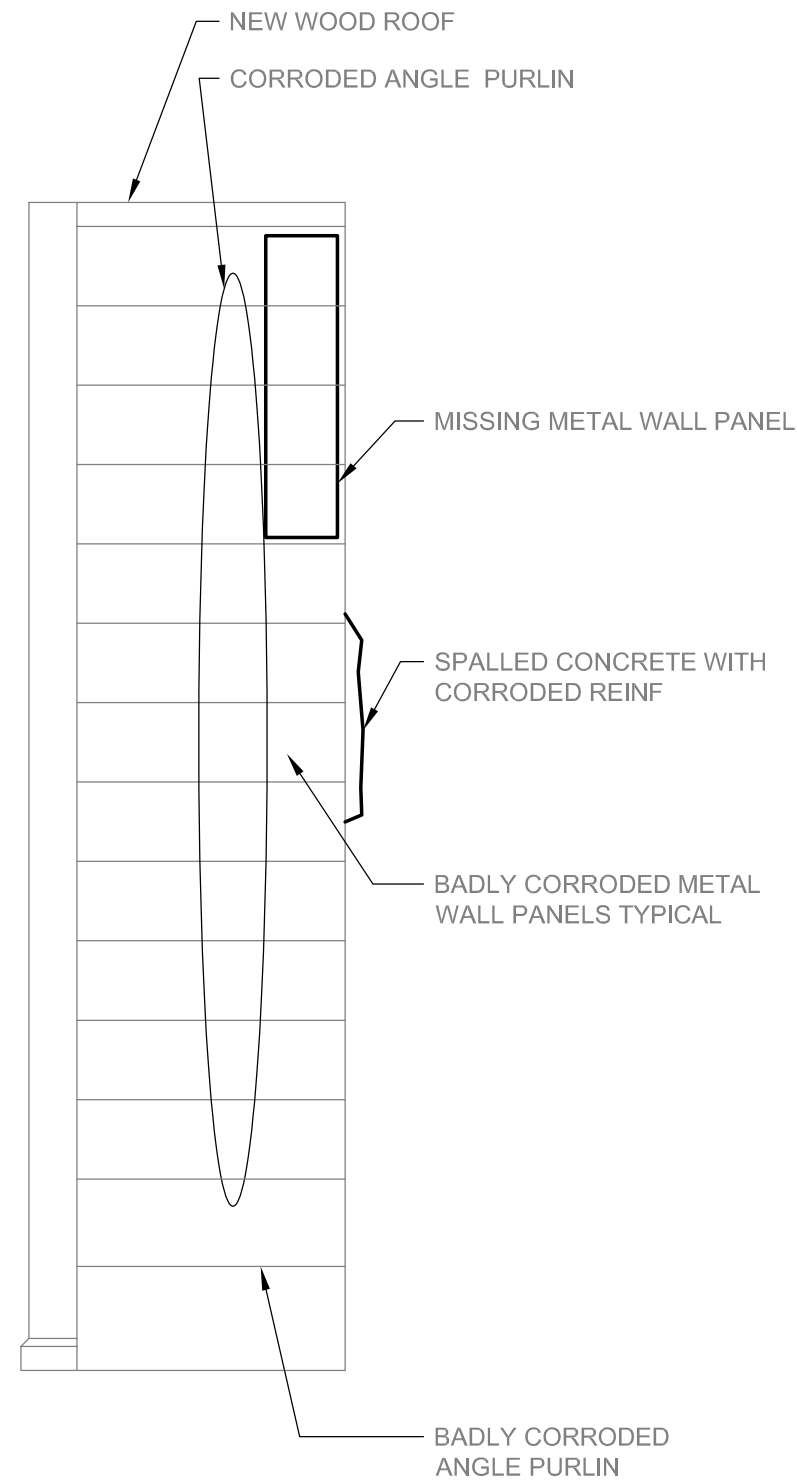
ELEVATION A  
SCALE: 1/8"=1'-0"



ELEVATION BUILDING III B  
SCALE: 1/8"=1'-0"

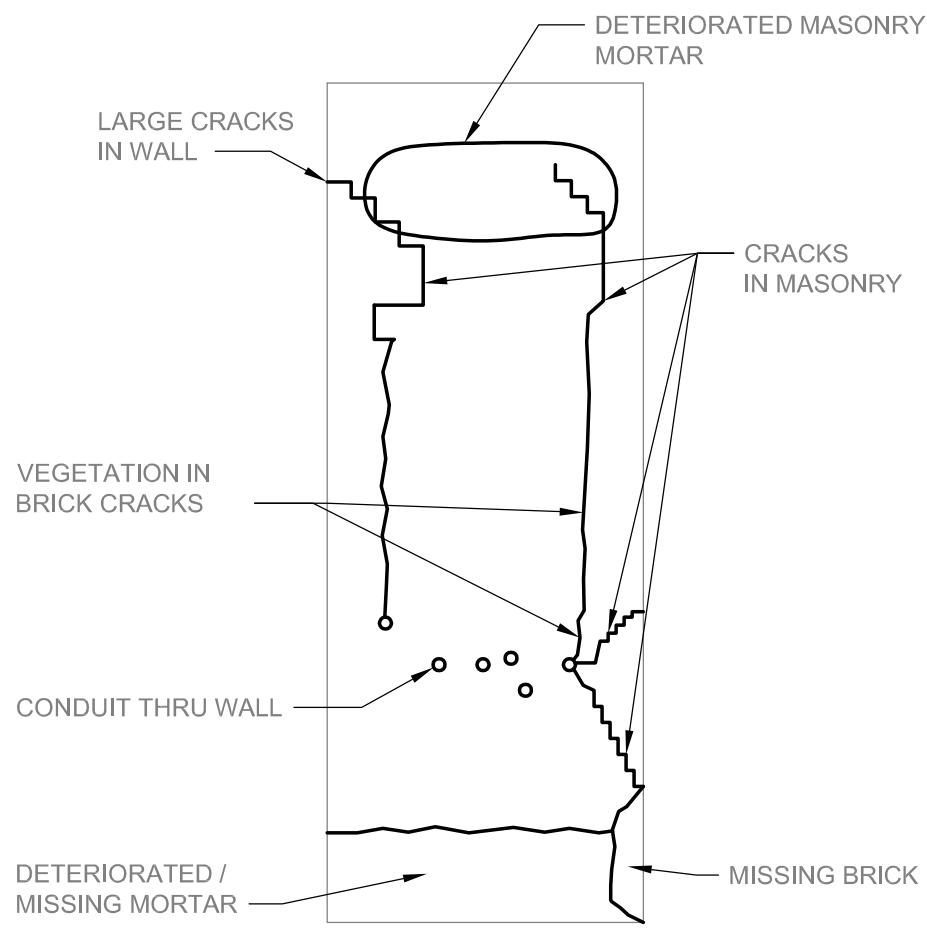


ELEVATION BUILDING I C  
SCALE: 1/8"=1'-0"



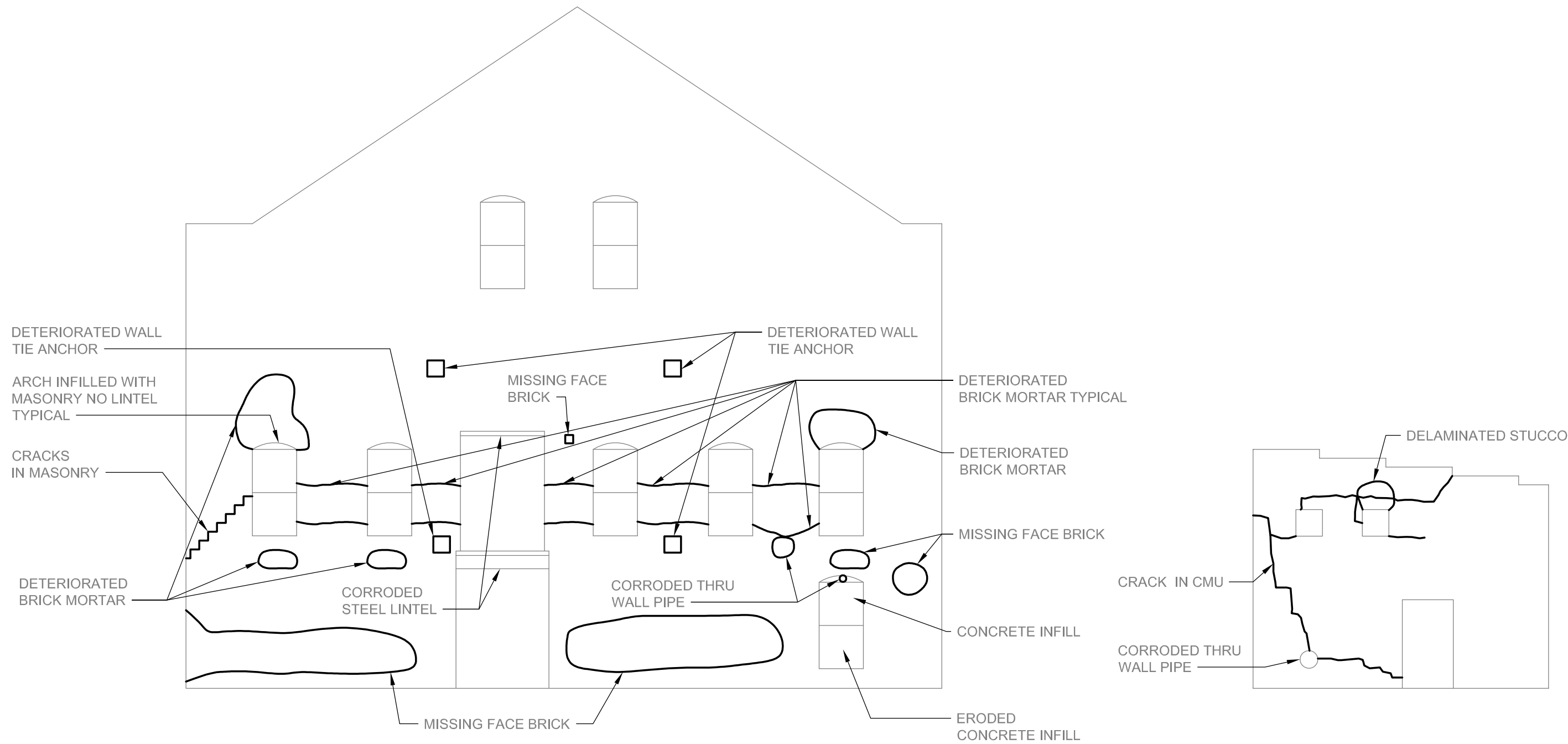
ELEVATION BUILDING I  
SCALE: 1/8"=1'-0"

D  
S1.5



ELEVATION BUILDING II  
SCALE: 1/8"=1'-0"

E  
S1.5

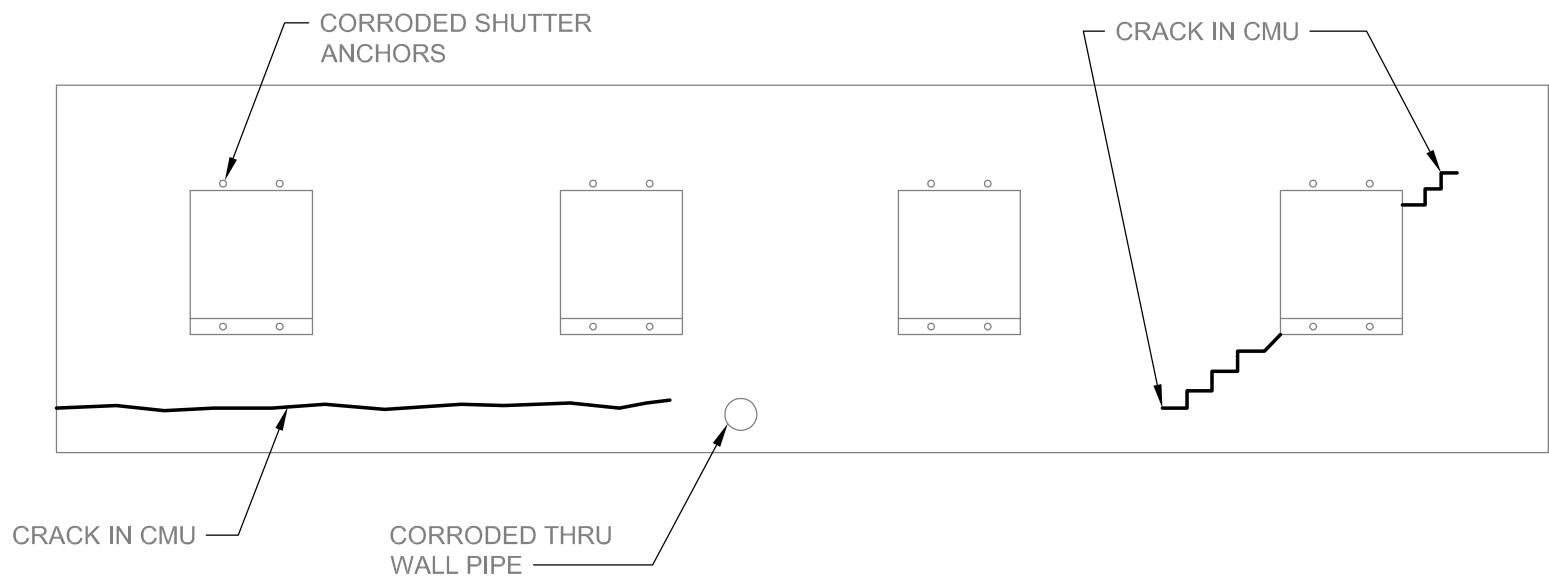


ELEVATION BUILDING II  
SCALE: 1/8"=1'-0"

F  
S1.5

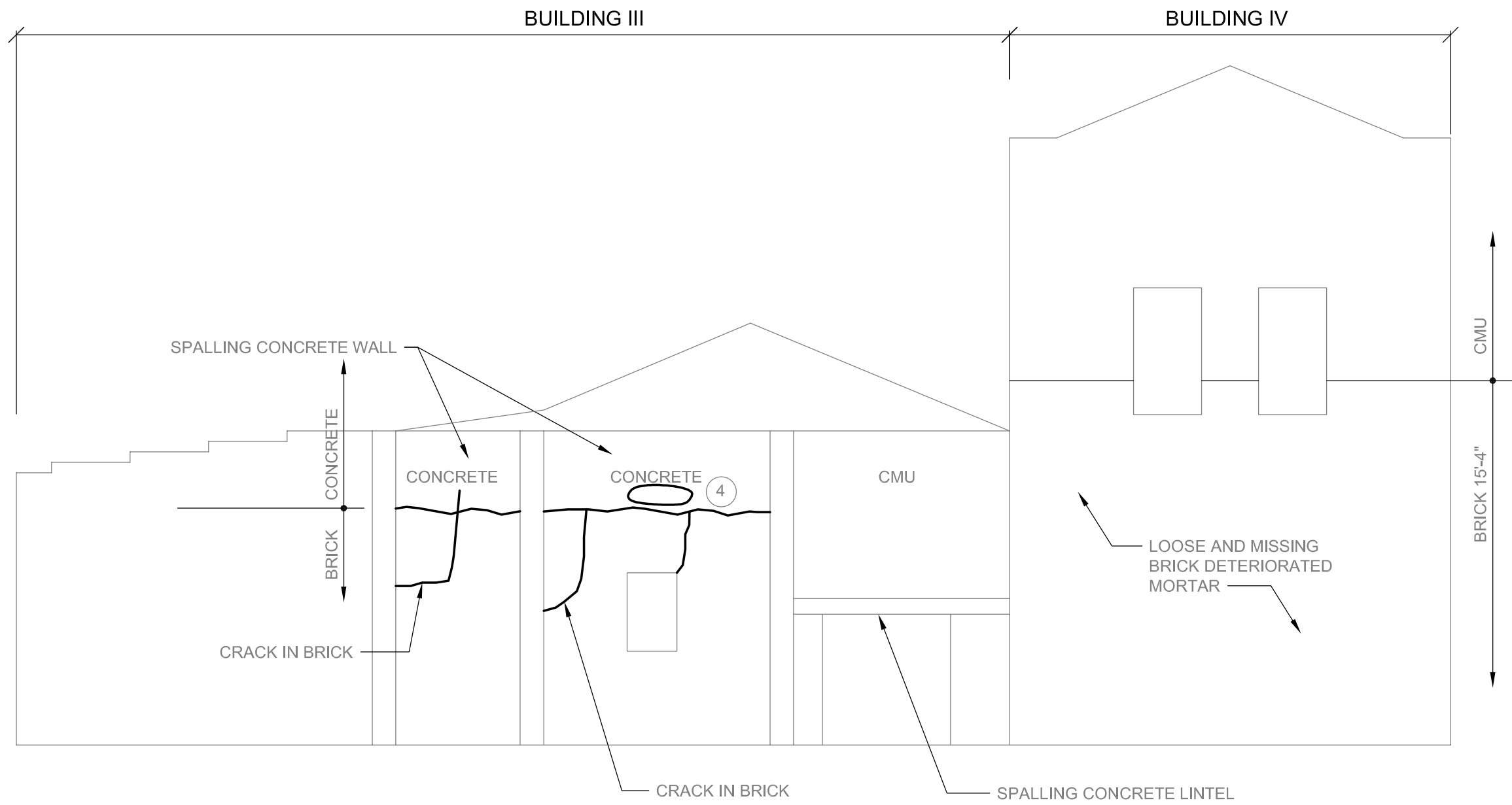
ELEVATION BUILDING III  
SCALE: 1/8"=1'-0"

G  
S1.5



ELEVATION BUILDING III  
SCALE: 1/8"=1'-0"

H  
S1.5



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

J  
S1.5

# CARBONATION AND CHLORIDE TEST



6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

DIESEL PLANT STRUCTURAL SURVEY  
KEY WEST, FLORIDA

Project Status

SEAL: MARK J KEISTER PE 37435

REVISED / ISSUED FOR:

REV	DATE	DESCRIPTION

PROJECT NO. 316-048

DATE: 08.03.2016

DRAWN BY: JEM

CHECKED BY: MJK

SHEET TITLE:

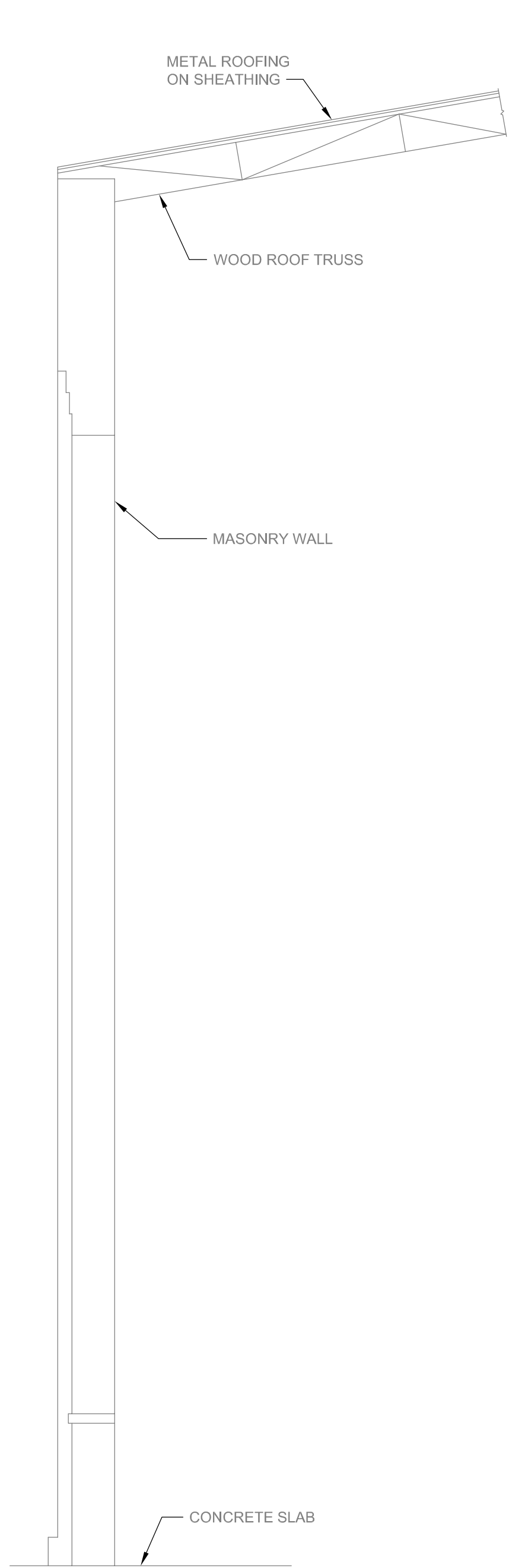
EXISTING  
ELEVATIONS

SHEET NO.

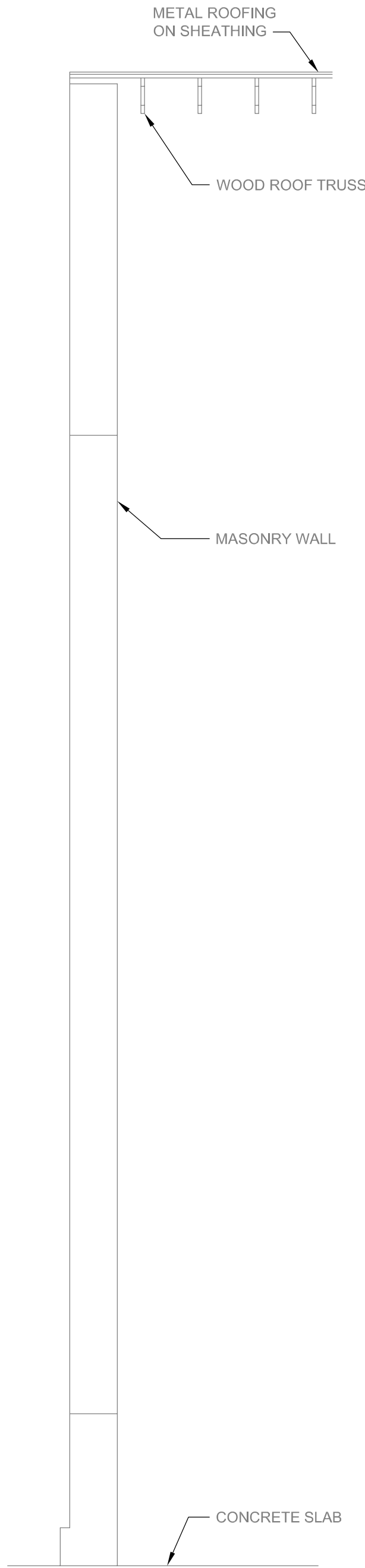
S1.5



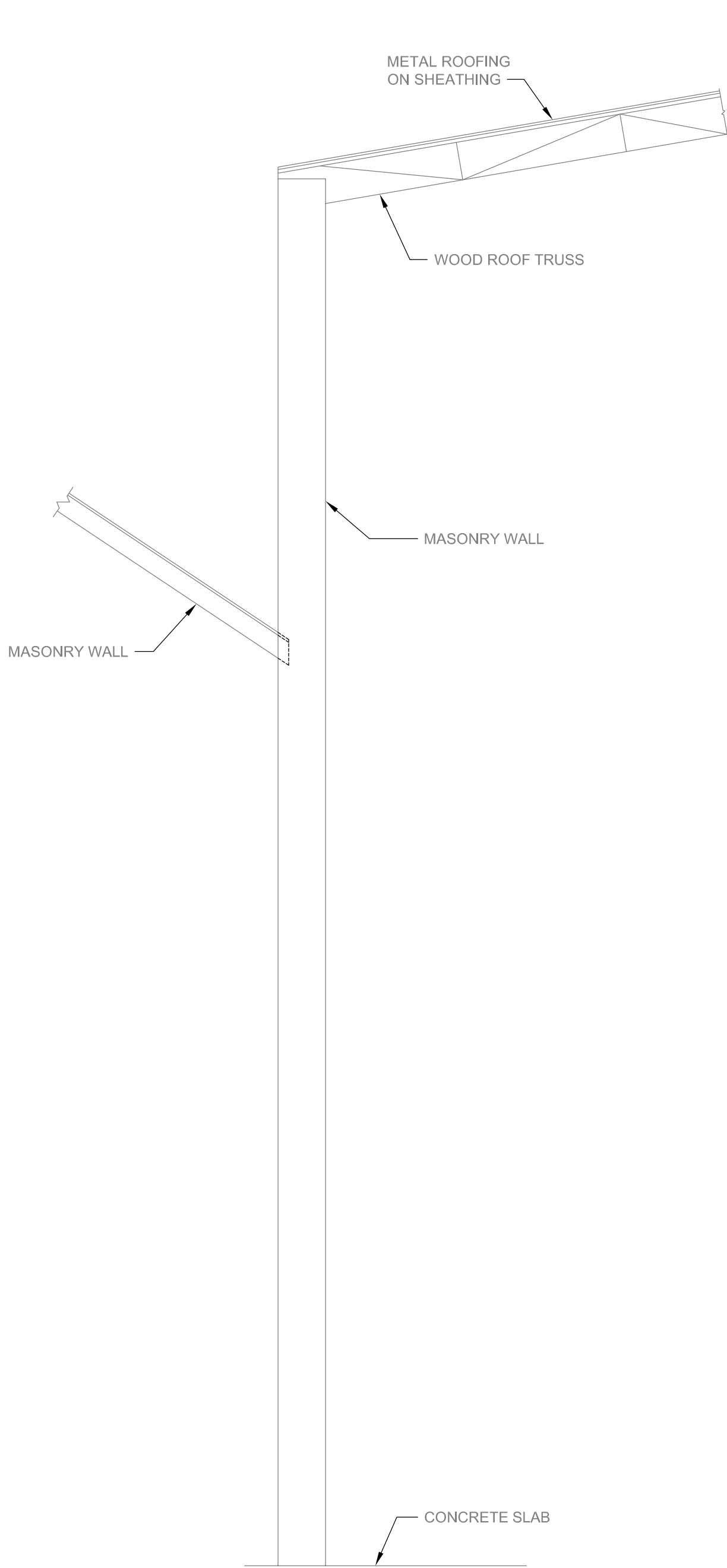
8/3/2016 11:44:55 AM



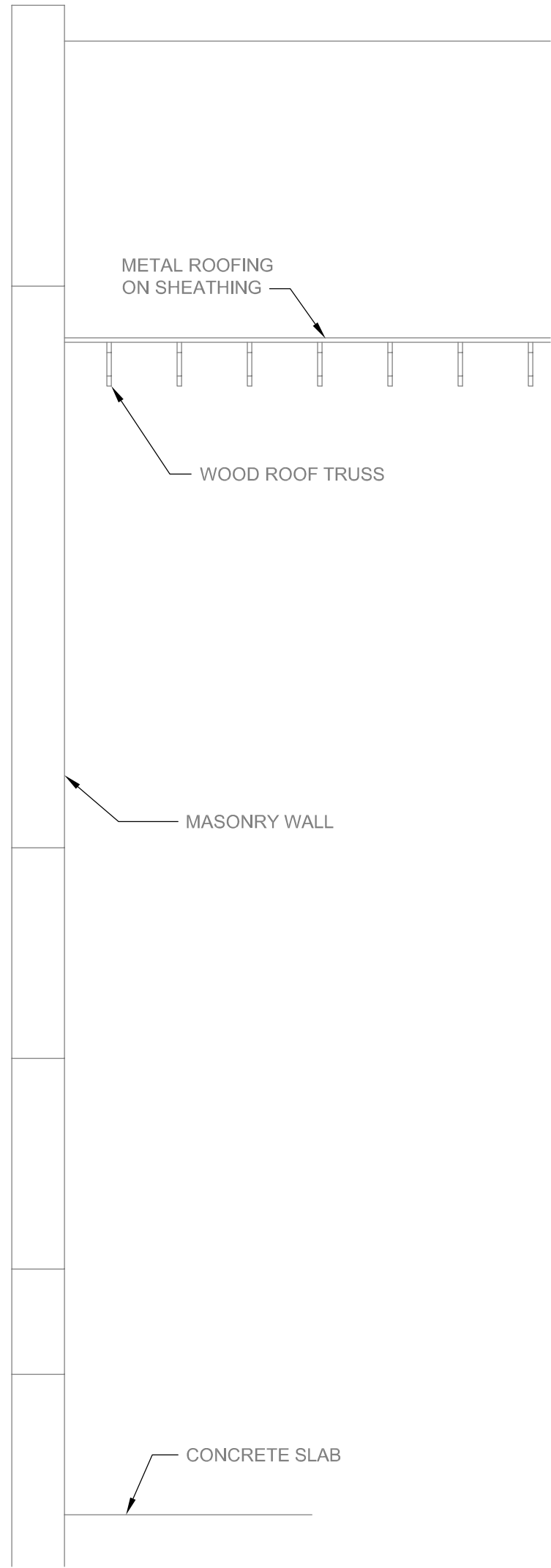
SECTION A  
SCALE: 1/4" = 1'-0"



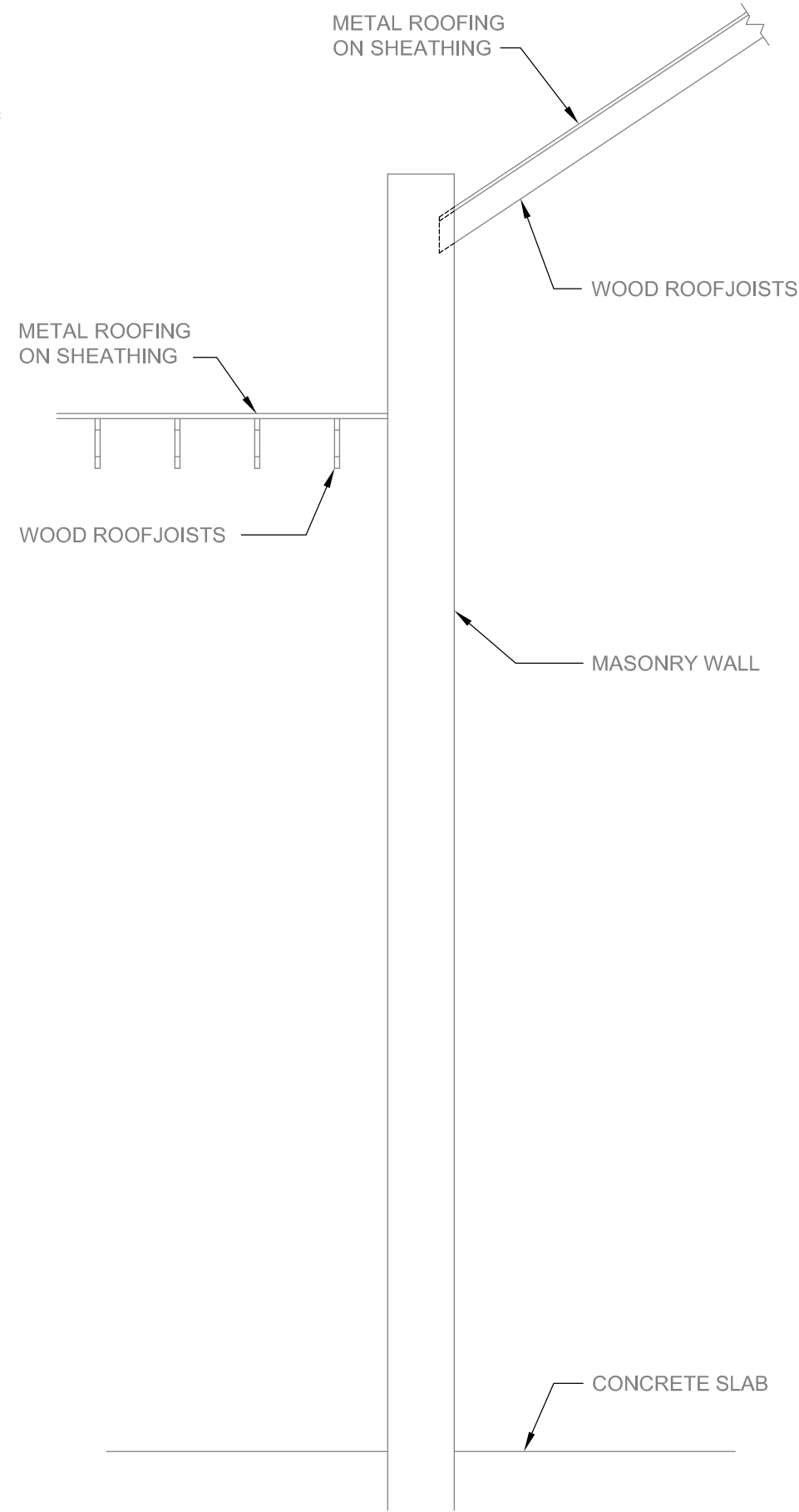
SECTION B  
SCALE: 1/4" = 1'-0"



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



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



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



6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

DIESEL PLANT STRUCTURAL SURVEY  
KEY WEST, FLORIDA

Project Status

SEAL: MARK J KEISTER PE 37435

REVISED / ISSUED FOR:

REV	DATE	DESCRIPTION

PROJECT NO. 316-048

DATE: 08.03.2016

DRAWN BY: JEM

CHECKED BY: MJK

SHEET TITLE:

SECTIONS

SHEET NO.

S2.1

8/3/2016 11:44:07 AM



6501 Arlington Expressway  
Bldg B, Suite 201  
Jacksonville, FL 32211  
p 904.743.4833  
f 904.725.9295  
www.aespi.com  
FL COA #791

DIESEL PLANT STRUCTURAL SURVEY  
KEY WEST, FLORIDA

Project Status

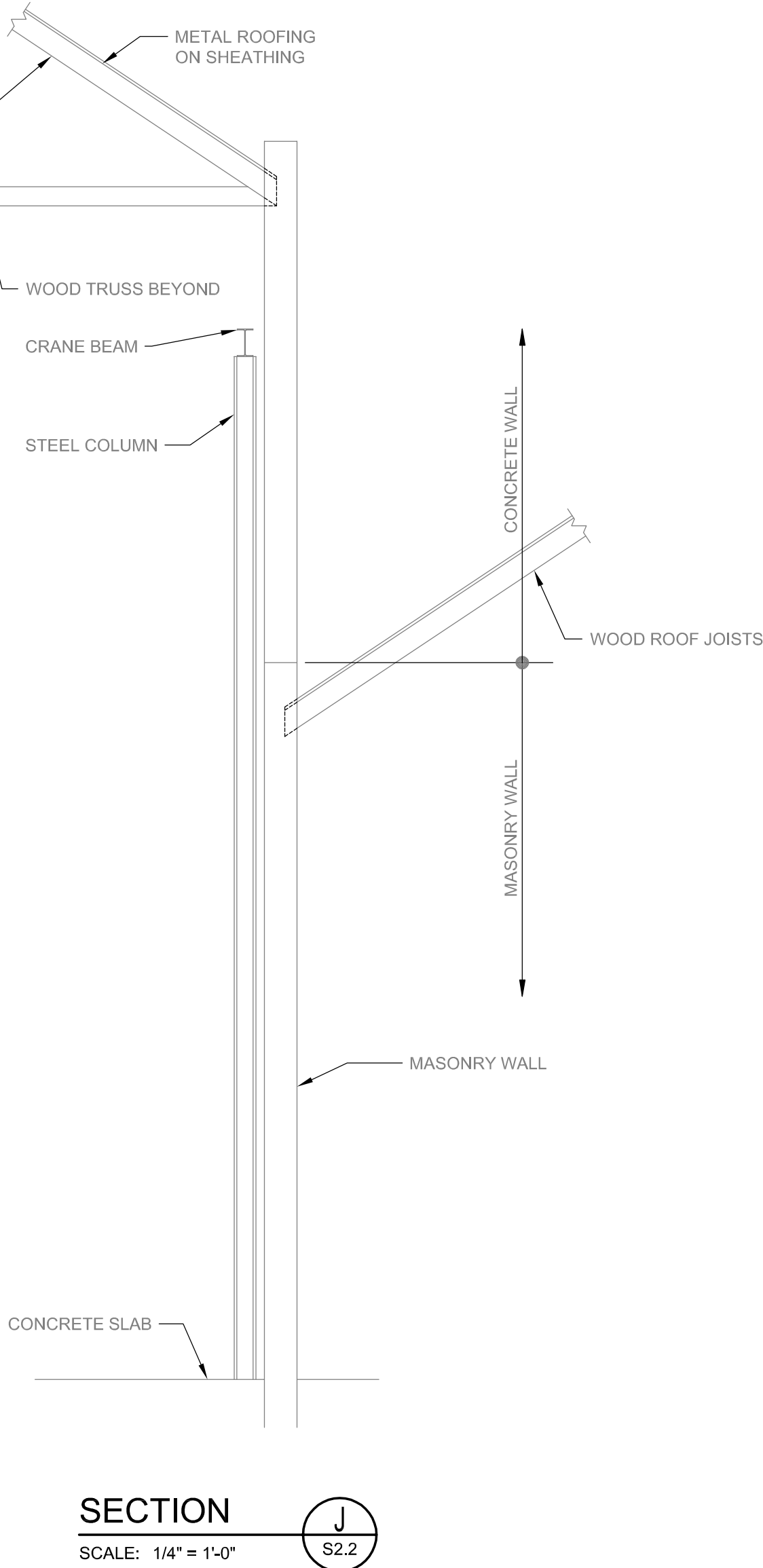
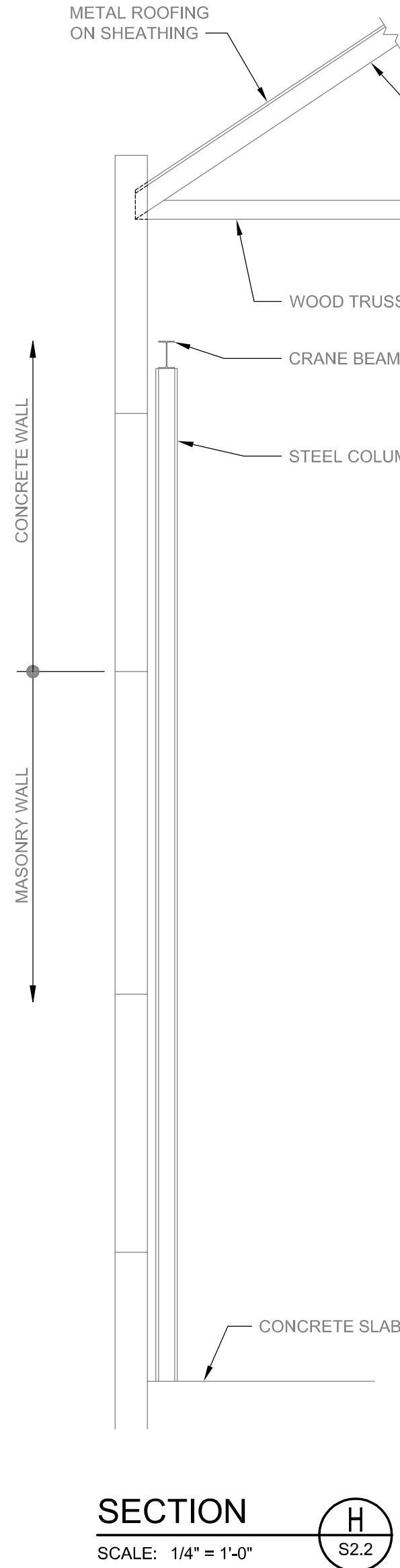
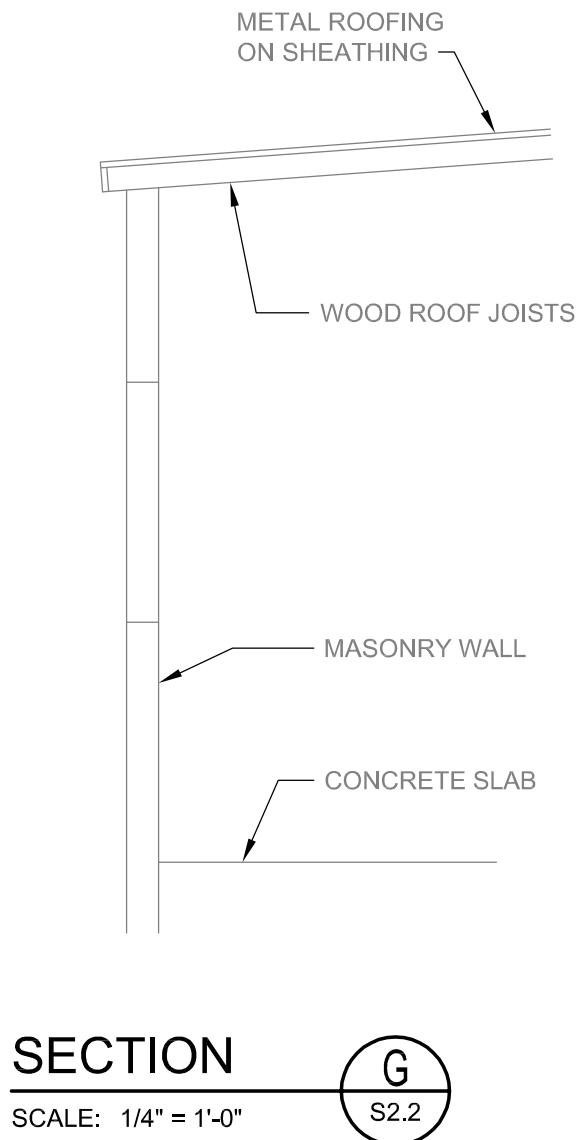
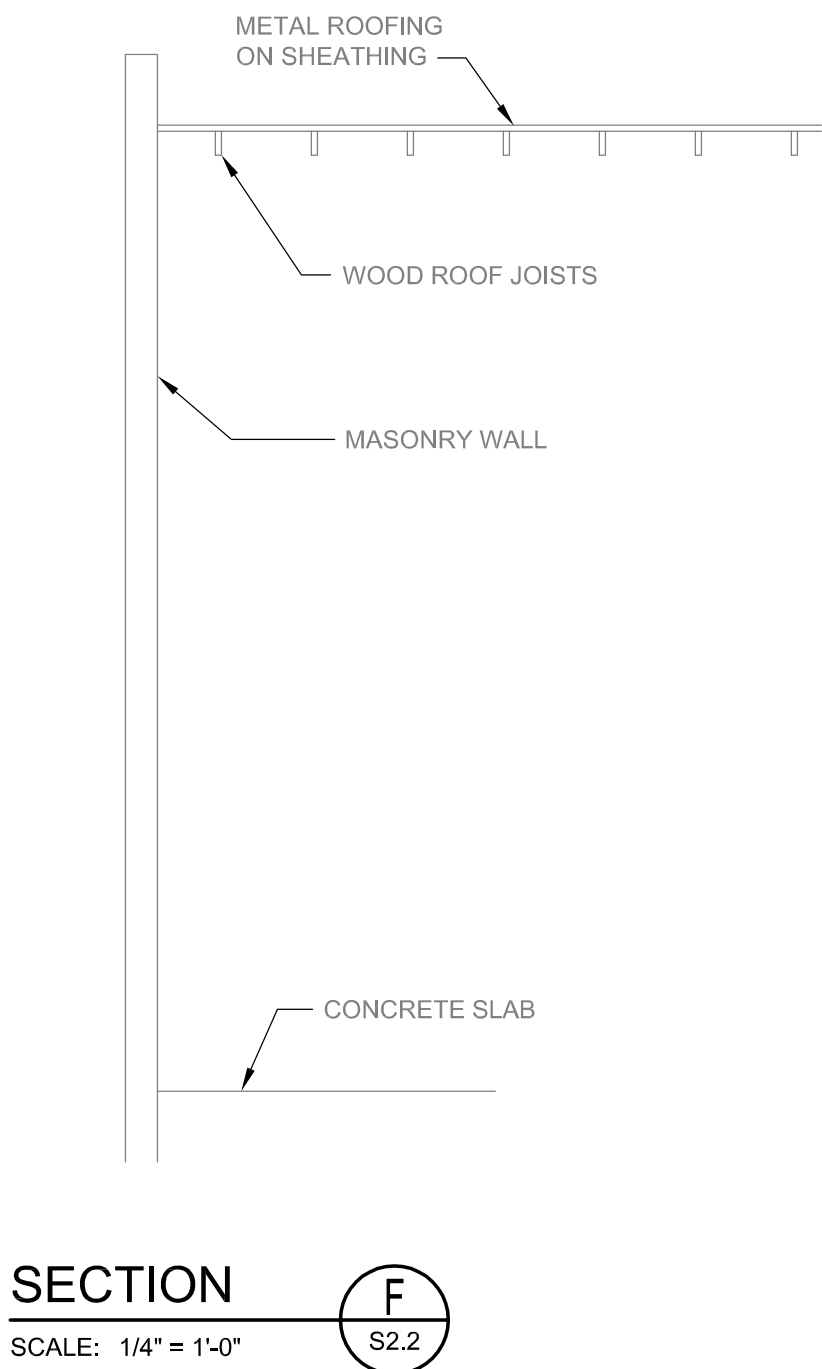
SEAL: MARK J KEISTER PE 37435

REVISED / ISSUED FOR:

REV	DATE	DESCRIPTION

PROJECT NO.	316-048
DATE:	08.03.2016
DRAWN BY:	JEM
CHECKED BY:	MJK
SHEET TITLE:	SECTIONS

SHEET NO.	S2.2
-----------	------







**ATLANTIC  
ENGINEERING**  
SERVICES

## **APPENDIX B**

# **CHLORIDE AND CARBONATION TESTING**

## REPORT OF ACID SOLUBLE CHLORIDE TESTING



PROJECT: Laboratory Testing

PROJECT NO.: 6738-13-5286

CLIENT: Atlantic Engineering Services

DATE TESTED: July 8, 2016

---

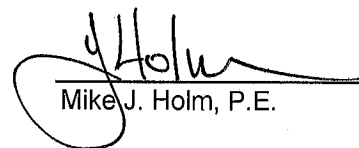
As requested, AMEC Foster Wheeler has completed testing of 4 concrete fragments received from Atlantic Engineering Services on June 30, 2016. The samples were crushed and tested in general accordance with Florida Test Method FM 5-516. Results are outlined below.

---

### Chloride Content

Sample ID	% Cl	ppm
1 - Ph. 9.5 @ 1.5" below concrete surface at reinforcing	12.98	129814.0
2 - Ph. 6.5 @ 5" below concrete surface at reinforcing	3.601	36007.4
3 - Ph. 8.5 @ 12" below concrete surface at reinforcing	11.10	111003.0
4 - Ph. 7.5 @ 3" below concrete surface at reinforcing	10.46	104594.1

Respectfully submitted

  
Mike J. Holm, P.E.



**ATLANTIC  
ENGINEERING**  
SERVICES

## **APPENDIX C**

# **DEFINITION OF TERMS ASSOCIATED WITH THE DURABILITY OF CONCRETE**



## DEFINITION OF TERMS ASSOCIATED WITH THE DURABILITY OF CONCRETE

(From ACI 201.1R-08)

### 1 CRACKING

*Crack*- A complete or incomplete separation, of either concrete or masonry, into two or more parts produced by breaking or fracturing.

- 1.1 *Checking*- Development of shallow cracks at closely spaced but irregular intervals on the surface of plaster, cement paste, mortar, or concrete (See also *cracks* and *crazing*).
- 1.2 *Craze cracks*- Fine random cracks or fissures in a surface of plaster, cement paste, mortar or concrete.  
*Crazing*- The development of craze cracks; the pattern of craze cracks existing in a surface (See also *checking* and *cracks*).
- 1.3 *D-cracks*- A series of cracks in concrete near and roughly parallel to joints and edges.
- 1.4 *Diagonal crack*- In a flexural member, an inclined crack, caused by shear stress, usually at approximately 45 degrees to the axis; or a crack in a slab, not parallel to either the lateral or longitudinal directions.
- 1.5 *Hairline cracks*- Cracks in an exposed-to-view concrete surface having widths so small as to be barely perceptible.
- 1.6 *Longitudinal cracks*- A crack that develops parallel to the length of the member.
- 1.7 *Map cracking*- 1) Intersecting cracks that extend below the surface of hardened concrete; caused by shrinkage of the drying surface concrete that is restrained by concrete at greater depths where either little or no shrinkage occurs; vary in width from fine and barely visible to open and well defined; or 2) the chief symptom of a chemical reaction between alkalis in cement and mineral constituents in aggregate within hardened concrete; due to differential rate of volume change in different members of the concrete; cracking is usually random and on a fairly large scale and, in severe instances, the cracks may reach a width of 12.7 mm (0.50 in.) (See also *checking* and *crazing*; also known as *pattern cracking*).
- 1.8 *Pattern cracking*- Cracking on concrete surfaces in the form of a repeated sequence; resulting from a decrease in volume of the material near the surface, or an increase in volume of the material below the surface, or both (see *map cracking*).
- 1.9 *Plastic shrinkage cracking*- Cracking that occurs in the surface of fresh concrete soon after it is placed and while it is still plastic.
- 1.10 *Random cracks*- Uncontrolled cracks that develop at various directions away from the control joints.
- 1.11 *Shrinkage cracking*- Cracking of a structure or member due to failure in tension caused by external or internal restraints as reduction in moisture content develops, carbonation occurs, or both.
- 1.12 *Temperature cracking*- Cracking due to tensile failure, caused by temperature drop in members subjected to external restraints or by a temperature differential in members subjected to internal restraints.
- 1.13 *Transverse cracks*- Cracks that occur across the longer dimension of the member.



## 2 DISTRESS

*Deterioration-* 1) Physical manifestation of failure of a material (for example, cracking, delamination, flaking, pitting, scaling, spalling, and staining) caused by environmental or internal autogenous influences on rock and hardened concrete as well as other materials; or 2) Decomposition of material during either testing or exposure to service (See also *disintegration*).

- 2.1 *Chalking-* Formation of a loose powder resulting from the disintegration of the surface of concrete or an applied coating, such as cementitious coating.
- 2.2 *Curling-* The distortion of concrete member from its original shape such as the warping of a slab due to differences in temperature or moisture content in the zones adjacent to its opposite faces (See also *warping*).
- 2.3 *Deflection-* Movement of a point on a structure or structural element, usually measured as a linear displacement or as succession displacements transverse to a reference line or axis.
- 2.4 *Deformation-* A change in dimension or shape.
- 2.5 *Delamination-* A separation along a plane parallel to a surface, as in the case of a concrete slab, a horizontal splitting, cracking, or separation within a slab in a plane roughly parallel to, and generally near, the upper surface; found most frequently in bridge decks and caused by the corrosion of reinforcing steel or freezing or thawing; similar to spalling, scaling, or peeling except that delamination affects large areas and can often only be detected by non-destructive tests, such as tapping or chain dragging.
- 2.6 *Disintegration-* Reduction into small fragments and subsequently into particles (See also *deterioration*).
- 2.7 *Distortion-* See *Deformation*.
- 2.8 *Drummy area-* area where there is a hollow sound beneath a layer of concrete due to a delamination, poor consolidation, or void (See also *delamination*).
- 2.9 *Dusting-* The development of a powdered material at the surface of hardened concrete (See also *chalking*).
- 2.10 *Efflorescence-* A deposit of salts, usually white, formed on a surface, the substance having emerged in solution from within either concrete or masonry and subsequently been precipitated by a reaction, such as carbonation or evaporation.
- 2.11 *Exfoliation-* Disintegration occurring by peeling off in successive layers; swelling up, and opening into leaves or plates like a partly opened book.
- 2.12 *Exudation-* A liquid or viscous gel-like material discharged through a pore, crack, or opening in the surface of concrete.
- 2.13 *Joint deficiencies-* Expansion, contraction, and construction joints not functioning in intended service conditions.
  - 2.13.1 *Joint spall-* A spall adjacent to a joint.
  - 2.13.2 *Joint sealant failure-* Joints opened due to a cracked and/or debonded sealant.
  - 2.13.3 *Joint leakage-* Liquid migrating through the joint.
  - 2.13.4 *Joint fault-* Differential displacement of a portion of a structure along a joint.
- 2.14 *Leakage-* Contained material is migrating through the concrete member.
  - 2.14.1 *Leakage, liquid-* Liquid is migrating through the concrete.
  - 2.14.2 *Leakage, gas-* Gas is migrating through the concrete.





- 2.15** *Mortar flaking*- A form of scaling over course aggregate.
- 2.16** *Peeling*- A process in which thin flakes of mortar are broken away from a concrete surface, such as by deterioration or by adherence of surface mortar to forms as forms are removed.
- 2.17** *Pitting*- Development of relatively small cavities in a surface; in concrete, localized disintegration, such as a popout; localized corrosion evident as minute cavities on the surface.
- 2.18** *Popout*- The breaking away of small portions of a concrete surface due to localized internal pressure that leaves a shallow, typical conical, depression with a broken course aggregate at the bottom.
  - 2.18.1** *Popouts, small*- Popouts leaving depressions up to 10 mm (0.4 in.) in diameter, or the equivalent.
  - 2.18.2** *Popouts, medium*- Popouts leaving depressions between 10 and 50 mm (0.4 and 2 in.) in diameter.
  - 2.18.3** *Popouts, large*- Popouts leaving depressions greater than 50 mm (2 in.) in diameter.
- 2.19** *Scaling*- Local flaking or peeling away of the near-surface portion of hardened concrete or mortar (See also *peeling* and *spalls*).
  - 2.19.1** *Scaling, light*- Loss of surface mortar without exposure of coarse aggregate.
  - 2.19.2** *Scaling, medium*- Loss of surface mortar 5 to 10 mm (0.2 to 0.4 in.) in depth and exposure of coarse aggregate.
  - 2.19.3** *Scaling, severe*- Loss of surface mortar 5 to 10 mm (0.2 to 0.4 in.) in depth with some loss of mortar surrounding aggregate particles 10 to 20 mm (0.4 to 0.8 in.) in depth.
  - 2.19.4** *Scaling, very severe*- Loss of coarse aggregate particles as well as surface mortar, generally to a depth greater than 20 mm (0.8 in.).
- 2.20** *Spall*- A fragment, usually in the shape of a flake, detached from a concrete member by a blow, by the action of weather, by pressure, by fire, or by expansion within the larger mass.
  - 2.20.1** *Small spall*- A roughly circular depression not greater than 20 mm (0.8 in.) in depth and 150 mm (6 in.) in any dimension.
  - 2.20.2** *Large spall*- May be roughly circular or oval or, in some cases, elongated, and is more than 20 mm (0.8 in.) in depth and 150 mm (6 in.) in greatest dimension.
- 2.21** *Warping*- Out-of-plane deformation of the corners, edges, and surface of a pavement, slab, or wall panel from its original shape (See also *curling*).



### 3 TEXTURAL FEATURES AND PHENOMENA RELATIVE TO THEIR DEVELOPMENT.

- 3.1 *Air void*- A space in cement paste, mortar, or concrete filled with air; an entrapped air void is characteristically 1 mm (0.04 in.) or greater in size and irregular in shape; entrained air void is typically between 10  $\mu$ m and 1 mm (0.04 mil and 0.04 in.) in diameter and spherical or nearly so.
- 3.2 *Blistering*- the irregular raising of a thin layer at the surface of placed mortar or concrete during or soon after the completion of the finishing operation; also, bulging of the finish plaster coat as it separates and draws away from the base coat.
- 3.3 *Bugholes*- Small regular or irregular cavities, usually not exceeding 15 mm (0.6 in.) in diameter, resulting from entrapment of air bubbles at the surface of formed concrete during placement and consolidation (Also known as surface air voids).
- 3.4 *Cold joint*- A joint or discontinuity resulting from a delay in placement of sufficient duration to preclude intermingling and bonding of the material in two successive lifts of concrete, mortar, or the like.
- 3.5 *Cold-joint lines*- Visible lines on the surfaces of formed concrete indicating the presence of a cold joint where one layer of concrete had hardened before subsequent concrete was placed.
- 3.6 *Discoloration*- Departure of color from that which is normal or desired (See also *staining*).
- 3.7 *Honeycomb*- Voids left in concrete due to failure of the mortar to effectively fill the spaces among coarse aggregate particles.
- 3.8 *Incrustation*- A crust or coating, generally hard, formed on the surface of concrete or masonry construction or on aggregate particles.
- 3.9 *Laitance*- A layer of weak material known as residue derived from cementitious material and aggregate fines either: 1) carried by bleeding to the surface or to the internal cavities of freshly placed concrete; or 2) separated from the concrete and deposited on the concrete surface or internal cavities during placement of concrete underwater.
- 3.10 *Sand pocket*- A zone in concrete or mortar containing fine aggregate with little or no cement material.
- 3.11 *Sand streak*- A streak of exposed fine aggregate in the surface of formed concrete, caused by bleeding.
- 3.12 *Segregation*- The differential concentration of the components of mixed concrete, aggregate, or the like, resulting in nonuniform proportions in the mass.
- 3.13 *Staining*- Discoloration by foreign matter.
- 3.14 *Stalactite*- A downward-pointing deposit formed as an accretion of mineral matter produced by evaporation of dripping liquid from the surface of concrete, commonly shaped like an icicle (See also *stalagmite*).
- 3.15 *Stalagmite*- An upward-pointing deposit formed as an accretion of mineral matter produced by evaporation of dripping liquid, projecting from the surface of rock or of concrete, commonly roughly conical in shape (See also *stalactite*).
- 3.16 *Stratification*- The separation of overwet or overvibrated concrete into horizontal layers with increasingly lighter material toward the top; water, laitance, mortar, and coarse aggregate tend to occupy successively lower positions in that order; a layered structure in concrete resulting from placing of successive batches that differ in appearance; occurrence in aggregate stockpiles of layers of differing grading or composition; a layered structure in a rock foundation.



**ATLANTIC  
ENGINEERING**  
SERVICES

## **APPENDIX D**

# **EXISTING STRUCTURAL CONDITIONS EVALUATION CRITERIA**



**EXISTING STRUCTURAL CONDITIONS  
EVALUATION CRITERIA**

<b>EXCELLENT</b>	<b>Meets or exceeds current structural code requirements.</b> Capable of safely carrying proposed occupancies. No significant vibrations, cracking or deflections. No structural reinforcement or repairs required. Very minor, if any, maintenance required.
<b>GOOD</b>	<b>Meets current structural code requirements.</b> Capable of safely carrying proposed occupancies. Deflections, cracking, vibrations may be observable. No structural reinforcement required. Minor structural repairs required. Some significant maintenance repairs required.
<b>FAIR</b>	<b>Majority of structure meets structural code requirements.</b> Portions of structure are not capable of carrying proposed occupancies. Deflections, cracking, vibrations, structural distress is observable. Structural reinforcement required in limited portions of the structure. Structural repairs required generally. Many significant maintenance repairs required.
<b>POOR</b>	<b>Majority of structure does not meet structural code requirements.</b> Much of the building is not capable of carrying proposed occupancies. Deflections, cracking, vibrations, structural distress commonly observable throughout the structure. Major reinforcement or reconstruction of the structure is required. Major maintenance repairs are required.
<b>EXTREMELY POOR</b>	<b>Collapse of structure is imminent.</b> Structure exhibits significant deflections, cracking, vibrations, structural distress. Structure requires extensive reinforcement or reconstruction of impractical scope.

**NOTE:** Some parts of each definition may not apply.



August 9, 2016

Mr. James Bouquet, P.E.  
Engineering Director  
**CITY OF KEY WEST**  
3140 Flagler Avenue  
Key West, Florida 33040

Subject: **SUMMARY REPORT OF HISTORICAL ENVIRONMENTAL ASSESSMENTS  
KEY WEST DIESEL PLANT PROPERTY**  
101-111 GERALDINE STREET  
KEY WEST, FLORIDA 33040  
AMEC FOSTER WHEELER PROJECT NUMBER 6783-16-2825

Dear Mr. Bouquet

In accordance with our with our proposal dated March 31, 2016, Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) has prepared a Summary Report of Historical Environmental Assessments for the Key West Diesel Plant Property (the Property) located in Key West, Florida. Amec Foster Wheeler understands the City of Key West is considering acquiring a portion of the Key West Diesel Plant Property for redevelopment (the Site). Amec Foster Wheeler reviewed historical environmental assessments completed at the Key West Diesel Plant Property by various consultants from 1991 to 2015.

#### **EXECUTIVE SUMMARY**

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) has prepared a Summary Report of Historical Environmental Assessments for the Key West Diesel Plant Property (the Property) located in Key West, Florida. Amec Foster Wheeler understands the City of Key West is considering acquiring a portion of the Key West Diesel Plant Property that consists of the three buildings (the Site) located at the western portion of the Property.

**Amec Foster Wheeler E&I, Inc.**  
5845 N.W. 158th Street  
Miami Lakes, Florida 33014  
Tel (305) 826-5588  
Fax (305) 826-1799

[www.amecfw.com](http://www.amecfw.com)





Amec Foster Wheeler reviewed historical environmental assessments completed at the Key West Diesel Plant Property by various consultants from 1991 to 2015. Based on the review of historical environmental site assessment reports:

- The Property was first developed and operated as a manufactured gas plant from 1884 to 1889. From approximately 1890 until the 1950/1960s, the Property operated as an electrical power plant using dynamo engines, boilers and oil tanks for the generation of electricity. The engines were fueled using diesel from aboveground storage tanks at the Property. The property is unoccupied with the exception of an electrical substation installed at the former location of the manufactured gas plant that is currently in operation.
- Soil polynuclear aromatic hydrocarbons (PAHs), Total Recoverable Petroleum Hydrocarbons (TRPHs), and metals (arsenic, barium, and lead) impact are present at depths ranging from 1 to 4 feet below grade at the Property including the Site.
- Groundwater Volatile Organic Compounds and PAH impacts are defined with the exception of the northeastern edge of the plume at the eastern portion of the Property and appears to be stable with limited likely migration. Groundwater VOC, PAH and TRPH impacts were not detected at the Site located at the southwestern portion of the Property. The FDEP issued a Site Rehabilitation Completion Order with Conditions (SRCO-C) in April 2016 for the petroleum hydrocarbon discharge (February 2012) at the Property.
- The SRCO-C released KEYS Energy Services from any further obligation to conduct site rehabilitation at the Property except for the conditions outlined in the SRCO-C. FDEP's restrictive covenant for the Property does not allow the use of groundwater under the Property. Restrictions contained in the covenant run with the land and with the title of the Property in order to ensure the perpetual nature of these restrictions. The owner of property shall reference these restrictions in any subsequent lease or deed of conveyance.
- Limited soil assessment had been conducted in the past beneath the sub slabs of the three onsite buildings. Therefore, if planned renovations and/or demolition of the buildings will disturb the soil, additional soil assessment may be required to further define the extent of potential soil impacts. In addition, a soil and groundwater management plan would need to be developed for the Site. The management plan will ensure proposed soil disturbance activities are performed in accordance with existing land use controls and that residual groundwater impact at the Site is not disturbed by site development activities. Any potential soil impact encountered beneath the buildings could be addressed through source removals during scheduled construction activities to minimize cost.



- Water contained in concrete-lined pits surrounding former generators at the Site does not appear to be hazardous based on March 2014 laboratory analytical results. However, additional testing of the water may be required in order to properly dispose of the water once a site development plan has been finalized for the Site due to the age of the existing test results.
- Building components in the three buildings at the Site contain regulated quantities of asbestos (above 1%). The identified Asbestos Containing Materials (ACM) should be removed or properly addressed by a licensed Asbestos Abatement contractor prior to renovation or demolition activities.
- Building components and structures in the three buildings at the Site have paint or coatings that contain lead concentrations in excess of 1.0 mg/cm<sup>2</sup>, as established by the Lead-Based Paint Poisoning Prevention Act, Section 302 and the HUD guidelines. Where leaded coatings will be disturbed, potentially resulting in airborne lead that could exceed the OSHA lead Action Level, lead abatement should be performed by certified lead abatement contractors prior to renovation activities. If only demolition services will be performed, a lead abatement inspector may be required to oversee the demolition activities.
- Ball park estimated costs for additional site assessment (if warranted) and recommended abatement activities (asbestos and lead) are provided below:
  - If planned renovations and/or demolition of the buildings will disturb soil, additional soil assessment may be required to further define the extent of potential soil impacts. Additional site assessment costs (if required) is estimated to be between \$35,000 to \$50,000. A cost to remove and properly dispose of any impacted soil that may be identified cannot be provided at this time. Typical costs to remove and dispose of petroleum hydrocarbon impacted soil ranges from \$125 to \$175/ton.
  - The abatement of asbestos containing materials identified in the three onsite buildings is estimated to cost between \$10,000 to \$15,000, based on PM Environmental Inc's Pre-Renovation Asbestos Containing Material Survey (July 2013) that estimated the presence of 2,250 sq. ft. of asbestos containing material.
  - Based on PSI's Lead-Based Paint Survey (July 2013) an estimate for lead abatement is difficult to provide without additional information regarding planned renovations for the buildings. Lead abatement costs could exceed \$75,000 based on the results of PSI's survey. Additional information regarding planned renovations and/or planned uses for the Site could be used to refine the abatement estimate. Alternatively, a supplementary

Lead-Based Paint Survey to quantify the amount of lead containing finishes would assist in providing a cost estimate for abatement.

## PROPERTY AND SITE DESCRIPTION

The Key West Diesel Plant Property is located at 101 - 111 Geraldine Street, Key West in Monroe County, Florida. A topographic map identifying the Property location and the Site is presented as **Figure 1** and an aerial map illustrating the Property is presented as **Figure 2**. Note that the Site is located on the southwestern portion of the Property. Adjacent to the north of the Property is Angela Street followed by residential properties, to the east are residential properties followed by Emma Street, to the south is Geraldine Street followed by residential properties, and to the West a parking lot. The Property consists of eight parcels including parcel numbers 13950, 13960, 13970, 13900, 13910, 13870, 13860 and 13830. The property is approximately 0.78 acres in size. The Property includes three buildings covering an area of approximately 13,300 square foot located at the western portion of the Property, and a 459 square foot blacksmith shop and a 945 square foot machine shop both located in the eastern portion of the Property. An electrical substation constructed in the late 2000s is located on the southeastern portion of the Property.

The City of Key West is considering acquiring a portion of the Property referred to as the Site that consists of the three buildings located at the western portion of the Property. The Site includes the following addresses and parcel numbers; 100 Angela Street (13950), 709 Fort Street (13950), and 101 Geraldine Street (13950) and the Fort Street Extension right-of-way (ROW). A copy of a City of Key West Executive Summary presenting details of the Site is included in **Attachment A**. Monroe County Property Appraisers records for the three parcels of the Site are included in **Attachment B**. A layout of the Property and the Site is presented as **Figure 3**. The Property is owned by the KEYS Energy Services. Photographs of the Site taken by Amec Foster Wheeler during a site visit on May 18, 2016 are included as **Attachment C**.

## PROPERTY AND SITE BACKGROUND

Available historical information indicate that the Property was first developed and operated as a manufactured gas plant from 1884 to 1889 by Key West Gas and Electric Co (KWGE). The property began to operate as an electrical power plant in approximately 1890 until the 1950/1960s using dynamo engines, boilers, and oil tanks for the generation of electricity. The engines were fueled by four diesel Aboveground Storage Tanks (ASTs) that included a 27,000 gallon steel tank, a 25,000 gallon concrete tank (portions of the tank below grade), a 12,000 gallon steel tank and a 500 gallon tank that were all located on the



northeastern portion of the Property. A containment wall surrounded the 25,000 gallon and the 27,000 gallon ASTs. Six 25,000 gallon crude oil tanks were located at the southeastern portion of the Property. Fuel was distributed from the tanks to the plant building through underground piping. A cement groundwater pit approximately 20 feet deep that was used for cooling water for the diesel generators was located in the central portion of the Property east of the plant building (three buildings located at the Site). Although the majority of operations at the Property ceased by the late 1960s, a high speed diesel generator that was located on a concrete pad in the vicinity of the fuel tanks remained in operation until the 1970s. An electrical substation currently in operation at the Property is installed at the location of the former manufactured gas plant. The old and inactive electrical plant contained in the three buildings (plant building) occupy the portion of the Property referred to as the Site (parcels 13950, 13960 and 13970). The dynamo engines that used diesel fuel are still present in the old plant building.

Several site assessments were conducted at the Property by various environmental consultants and the State of Florida/USEPA from 1991 through 2012. In July 2013, PM Environmental Inc., (PM) completed a Phase I Environmental Site Assessment (ESA) at the Property. A summary of historical assessments documented in PM's Phase I ESA dated July 26, 2013 indicate that a release was identified in March 1991, based on the presence of free phase hydrocarbons within a concrete lined pit located east of the main building. In addition, free product was identified in one monitoring well (MW-7) that was located to the northwest of the concrete lined pit. As a result of the presence of free product, the former ASTs and the concrete lined pit were emptied, cleaned, and removed in August 1992. A total of approximately 30,000 gallons of free product/impacted groundwater and 3,850 cubic yards of impacted soil were removed from the Property during decommissioning activities. The soil was properly disposed of at an off-site facility. The extent and location of the excavation was not documented in previous reports. Approximately 100 gallons of free product was removed from MW-7 between 1991 and 1992. Subsequent groundwater sampling between 1992 and 1995 did not identify free product at monitoring well MW-7. Groundwater sampling in 1994 and 1995 did not indicate polynuclear aromatic hydrocarbons (PAHs) or Total Recoverable Petroleum Hydrocarbons (TRPHs) concentrations above applicable Florida Department of Environmental Protection (FDEP) Groundwater Cleanup Target Levels (GCTLs) in the area of the former ASTs and former concrete pit. The FDEP issued a Site Rehabilitation Completion Order (SRCO) dated July 27, 1995 for the March 1991 release.

In August 2012, an investigation to further assess the historical operations at the Property and to determine if the Property qualified as a Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) site was completed on behalf



of the FDEP. Soil and groundwater analytical results indicated PAHs, arsenic, and lead concentrations above FDEP Soil Cleanup Target Levels (SCTLs) in shallow soil samples to the southwest of the machine shop building. In addition, the results indicated isopropyl benzene and PAHs concentrations were above FDEP GCTLs in groundwater samples from the central portion of the Property. Sediment sampling from a storm water catch basin to the south of the Property, across Fort Street, indicated lead concentration above FDEP Sediment Quality Assessment Guidelines. Based on the concentrations of contaminants identified at the Property, the facility did not qualify as a CERCLIS site and no additional CERCLIS investigation was recommended. The documented contamination was referred to the FDEP for additional investigation.

PM's July 26, 2013 Phase I ESA reported the following Recognized Environmental Conditions (RECs) at the Property:

- August 2012 investigation activities on behalf of the FDEP to further assess the historical operations at the subject property documented PAHs, arsenic, and lead concentrations above FDEP SCTLs in shallow soil samples to the southwest of the machine shop building. In addition, isopropyl benzene and PAHs concentrations were above FDEP GCTLs. The contamination appeared to be associated with former operations at the subject property.
- Operation of the Property as a manufactured gas plant (MGP) from approximately 1884 until 1889. Operations of MGPs typically involved the gasification of combustible materials such as coal, wood, or oil. A former retort room (processing area) and a former gasometer (storage container for gas) were identified on the eastern portion of the Property. The by-products of the gasification process typically included petroleum products and/or hazardous substances, including coal tars. The potential existed for a release to have occurred in association with the operation of the former MGP.
- The presence of six former 25,000-gallon crude oil ASTs along the southern property boundary between at least 1912 and 1926 documented in Sanborn maps. In addition, two former crude oil ASTs were identified to the east of the main building. Limited sampling that had been conducted in these areas were not adequate to assess the potential for leaks, spills, and/or overfills that may have occurred in association with these former ASTs; therefore, the potential existed for subsurface contamination to be present.
- Operation of power plant that utilized petroleum products as a fuel source, from approximately 1890 until the 1950s/1960s at the Property. There was a potential for leaks and/or spills to have occurred in association with the operation of the turbine generators and/or other equipment within the plant buildings and at various portions of the Property. The integrity of the floor beneath the generators is unknown and potentially may have subsurface impact present.





- Former machine shops identified on the Property within the southwestern portion of the main building and within the machine shop. Machine shop operations typically involve the use of hazardous substances and/or petroleum products. This time period preceded major environmental regulations and current waste management and disposal procedures. The historical waste management practices associated with the former machine shop operations are unknown and may be a source of subsurface contamination.

The following adjoining and nearby RECs were also identified by PM during the Phase I ESA.

- The north adjoining properties were formerly part of the Truman Annex, which was a part of Naval Air Station Key West, from at least 1892 until 1971. Sanborn maps document the property was occupied by U.S. governmental land dating back to at least 1892. The historic usage of these properties associated with the former military base is unknown from at least 1892 until 1958. There was a potential for operations to have included the use of petroleum products and/or hazardous substances, and/or the occurrence of landfilling activities.
- The south adjoining properties, identified as 110-118 Geraldine Street, was historically occupied by a Standard Oil bulk petroleum plant. There was a potential for leaks, spills, and/or overfills associated with the operation of a former bulk petroleum plant to have resulted in migration of contamination onto the Property.
- The west adjoining property was historically occupied by U.S. governmental land from at least 1892 until 1926. Specifically, a governmental slip had been identified directly west of the property in 1892. Based on previous investigations on the Property, this property was filled in the 1890s or early 1990s. There was a potential for the fill materials to have originated from a contaminated property. As such there was a potential for migration of contamination onto the Property.

Subsequent to the Phase I ESA, PM completed a Phase II ESA (October 8, 2013), which consisted of advancing 16 soil borings (SB-1 through SB-16), installing 10 temporary monitoring wells (TMW-1, TMW-4, TMW-5D, TMW-6D, TMW-7 through TMW-11, and TMW-14) at the Property and collecting soil and groundwater samples for laboratory analysis to investigate the RECs identified in PM's Phase I ESA. Seven out of the 16 soil borings and 3 out of the 10 temporary wells were installed at the plant building at the Site to assess the impact of the plant operations. Results of the PM Phase II ESA indicated concentrations of PAHs (benz(a)pyrene, benzo(a)anthracene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene), TRPHs, and metals (arsenic, barium, and lead) in the soil above the FDEP SCTLs at the Property and the Site. Five locations at the Site exhibited soil impact. The soil impacts were detected at depths ranging from 1 to 4 feet below grade. The Phase II ESA analytical results indicated concentrations of Volatile Organic Compounds (VOCs), PAHs, and



TRPHs in the groundwater above the applicable FDEP GCTLs and Natural Attenuation Default Concentrations (NADCs) at the Property but not at the Site. Three samples collected at the plant building located at the Site did not exhibit groundwater impact. Figures (Figure 3 and Figure 4, Phase II ESA October 8, 2013) prepared by PM presenting the sample locations with soil and groundwater analytical results are included in **Attachment D**.

From January 2014 through July 2015, PM completed a Site Assessment Report (SAR), (March 10, 2014), a Supplemental SAR (August 25, 2014), and one year of Natural Attenuation Monitoring (NAM) (July 10, 2015) activities based on our review of the history of the Property. The contaminants detected in the soil and groundwater were consistent with the historical use of the property as a gas and electric plant. In addition, the contaminants detected were consistent with previously documented soil and groundwater impacts.

Based on PM's discussions with FDEP documented in the August 25, 2014 SSAR and an FDEP email dated October 31, 2014, the soil impacts were considered a secondary issue due to the abundance of sand and limerock (possible vugular, or oolitic in composition) on the Property. As such, additional soil assessment to delineate the horizontal and vertical extent of the soil impact was not conducted during the supplemental site assessments activities.

The SAR and SSAR assessment activities included the installation of seven permanent monitoring wells and collection of groundwater samples for laboratory analysis of VOCs, PAHs, and TRPHs to further define the contaminants of concern identified in the groundwater during the Phase II ESA. The SAR and SSAR groundwater sampling events indicated that VOC and PAH groundwater impacts are defined at the eastern portion of the Property, with the exception of the northeastern edge of the plume. Additional off property assessment to define the northeastern edge of the plume was not performed with the concurrence of the FDEP (August 26, 2014 memo). Copies of the FDEP correspondences are included in **Attachment E**.

Following one year of NAM approved by FDEP and completed by PM, groundwater analytical results indicated that plumes of VOC analytes and PAH analytes present largely at the eastern portion of the Property appeared to be stable. Groundwater TRPH concentrations detected above the applicable FDEP GCTL during the assessment activities reduced to concentrations below the FDEP GCTL during the subsequent NAM events. Volatile Organic Compound analytes exhibiting concentrations above the applicable FDEP GCTL following one year of NAM include chloromethane (plume at



northeastern portion of the Property), isopropyl benzene, 1,2,3-trimethylbenzene, 1,2,4-trimethylbenzene 1,3,5-trimethylbenzene (plume at the eastern portion of the Property). Polynuclear Aromatic analytes exhibiting concentrations above the applicable FDEP GCTL following one year of NAM include benzo(a)pyrene, acenaphthalene, benzo(a)anthracene, benzo(b)fluoranthene, benzo(k)fluoranthene, naphthalene and 1-methylnaphthalene (plume at the eastern portion of the Property). PM concluded that the impacted groundwater plume is stable with limited likely migration of contaminated groundwater to the northeast portion of the Property. Figures (Figure 3 to Figure 5, 4<sup>th</sup> Quarter, 1<sup>st</sup> Year NAM, July 10, 2015) prepared by PM presenting the groundwater analytical results and contaminant plumes are included in **Attachment D**. The FDEP approved a Declaration of Restrictive Covenant (DRC) and issued a Site Rehabilitation Completion Order with Conditions (SRCO-C) on April 26, 2016 for the documented impact at the Property for the discharge dated of February 20, 2012. A copy of the SRCO-C is included in **Attachment F**. The monitoring wells utilized for the natural attenuation monitoring program were properly abandoned in June 2016 as detailed in a Monitoring Well Abandonment Report (June 17, 2016) prepared by PM.

#### **SUBSURFACE GEOLOGY AND HYDROGEOLOGY**

Key West is located in the Oolite Keys geomorphologic feature of the Southern or Distal Zone geomorphologic province. The lower Florida Keys are an extension of the same oolitic limestone lithology underlying Miami and much of the southeastern Florida. The Keys represent coral reef colonies which built up during the Pleistocene Epoch as a result of fluctuations in sea level. The last major drop in sea level exposed the ancient reefs which make up the Keys today.

The Pleistocene Age deposits underlying the Property include, in descending order, the Miami Limestone (Miami Oolite) and the Key Largo Limestone. The Pleistocene deposits are underlain, in descending order, by the Hawthorn Group (Miocene age) and the Suwannee Limestone (Oligocene age).

The Miami Limestone (5 to 35 feet thick) is composed of white-cream to pale orange, crystalline, granular, and porous to cavernous oolitic limestone. The ooliths may be up to 2.0 millimeters (mm) in diameter. The existence and plentitude of corals and other marine fossils indicates deposition in a marine environment. The oolitic limestone is honeycombed with solution holes, giving it an extremely high permeability. Porosity generally increases with depth. The solution holes may connect with channels open to the ocean. This interconnection would allow for interchange of rainwater to the ocean and sea water into the oolitic limestone. The oolitic limestone in Key West extends to a depth of about 200 feet.

The coralline Key Largo Limestone underlies the Miami Limestone in the lower (oolite) keys. The Key Largo Limestone is a white to tan limestone, consisting of lime-sand, coral skeletal remains and invertebrate shells, marine plant and algal debris. The thickness of the Key Largo Limestone varies irregularly from 75 to over 200 feet.

The Hawthorn Group includes the Arcadia and Peace River Formations. The Hawthorn Group consists primarily of interbedded carbonates (limestone, dolostone), quartz sands and clays. The Hawthorn is considered to be a confining unit that is approximately 900 feet thick in the Key West area. The Suwannee Limestone is composed of highly fossiliferous, cream colored limestone and is found approximately 1,300 feet below grade in the Key West area.

The Miami and Key Largo Limestones together comprise the surficial aquifer on the island. A freshwater lens exists on the western half of the island. No measurable fresh water lens exists in the eastern half of the island due to extensive areas of artificial fill. A fresh groundwater lens exists on the top of the saltwater due to the density differences. The lens exists under water-table conditions and is found between 5 to 8 feet below grade in the Property area. The water table fluctuates and the shape of the lens changes due to tidal effects. Precipitation is the primary type of recharge to the fresh water lens. The lens is approximately 5 feet thick (less than 250 milligrams per liter (mg/l) chloride) in the center of the island. The freshwater head is greater in the center of the island where land surface elevations are higher. Groundwater moves from the center of the lens and discharges along beaches and salt ponds. Based on regional flow patterns, the surficial aquifer flow in the Property area is to the southwest.

The surficial aquifer system in Key West is generally not considered to be an adequate or reliable source of potable water. The freshwater lens on Key West has chloride concentrations varying from zero to 250 mg/l. It is underlain by a number of successively deeper transition zones. These transition zones become progressively more saline with depth and include a very slightly saline water zone (250-400 mg/l), and slightly saline water zone (400-1,500 mg/l), a moderately saline water zone (1,500-5,000 mg/l) and very saline water zone (5,000-19,000 mg/l). The water table has been known to fluctuate from 0.8 feet above mean sea level (MSL) to 2.4 feet above MSL near the center of Old Town, Key West. Tidal effects greatly influence the depth to water table and configuration of the freshwater lens. The freshwater lens averages about 5 inches in thickness in the center of the western half Old Town, Key West. The thickness and amount of the freshwater is dependent on precipitation, discharge to the ocean, evapotranspiration and withdrawal. It is underlain by a freshwater-saltwater mixture. This mixture extends to a depth of about 40 feet deep in the center of the island. The salt-water interface (19,000 mg/l chloride)



exists around this depth. A number of private wells may tap the fresh-water lens in the western half of the island. Most of the private wells are used primarily for irrigation. However, Florida Keys Aqueduct Authority (FKAA) and Monroe County Health Department (MCHD) report that an undetermined number of residents on the island refuse to hookup to the FKAA water lines and use private wells for potable water. The FKAA water lines provide potable water to the Keys from the mainland and water treatment facilities located on the Keys.

The general subsurface soil stratigraphy encountered by PM, based on soil boring logs, consists of two to four feet of medium sand underlain by coral limestone to a depth of 25 feet. The groundwater was encountered at depths ranging from approximately 2.7 to 4.6 feet below grade.

#### **WATER SAMPLING AT THE SITE**

In March 2014, PM collected four water samples (SW-1 through SW-4) from the existing concrete-lined pits surrounding the former generators located in the Plant Building at the Site. Each pit measured approximately 40 feet by 14 feet and the depths ranged from approximately 2 to 8 feet deep. The water analytical results indicated VOCs, PAHs and TRPH concentrations were not detected above the FDEP GCTL. Based on the analytical results of the water samples, PM concluded that the water contained in the concrete-lined pits surrounding the former generators did not appear to be hazardous and recommended no further investigation of the water contained in the historical generator pits.

#### **ASBESTOS CONTAINING MATERIAL SURVEY**

An inspection for Asbestos Containing Materials (ACM) was performed by PM in July 2013 (Pre-Renovation Asbestos Containing Materials Survey, July 26, 2013) at the Property that included the three buildings at the Site, the blacksmith shop, and the machine shop. The interior of the main building was a combination of concrete and ceramic tile floor, brick and mortar walls, and exposed ceilings throughout the buildings. Tansite panels, wire, and pipe insulation were present in the main control and switchboard area. The blacksmith and machine shop interiors consisted of concrete floors, brick and mortar walls, and exposed ceilings. The exteriors of the buildings consisted of concrete brick and mortar walls with galvanized roofs.

PM collected 34 samples of suspect ACM from 13 different homogenous areas at the Property including the Site for laboratory analysis. Based on the laboratory analytical results PM identified that Transite panels, wire insulation, window glaze, and pipe insulation in the three buildings at the Site contain regulated quantities of asbestos





(above 1%). PM recommended that the identified ACM should be removed by a licensed Asbestos Abatement contractor prior to renovation or demolition activities.

#### **LEAD BASED PAINT SURVEY**

Professional Services Industries, Inc. (PSI) performed a lead based paint (LBP) survey in July 2013 at the Property that included the three buildings at the Site, and two additional buildings at the Property (blacksmith shop and machine shop). The LBP survey included a Field survey and X-Ray Fluorescence (XRF) Testing. The Field survey consisted of a visual inspection of both interior and exterior accessible building surfaces for the presence of paints, varnishes or other surface coatings suspected of containing lead. The XRF Testing was performed with an XRF Lead Paint Spectrum Analyzer, LPA-1 manufactured by Radiation Monitoring Devices. Fifty seven out of a total of 110 XRF readings collected from various components on the interior and exterior of the buildings indicated a lead concentration equal to or in excess of 1.0 mg/cm<sup>2</sup>, as established by the Lead-Based Paint Poisoning Prevention Act, Section 302 and the HUD guidelines.

PSI's findings indicated the following building components or structures in the three buildings at the Site have coating that contain lead: metal door, I-beams, cross beams, beams, ceiling beams, walls, piping, window frames, doors, door frames, air compressor metal tank frames, tanks, engine exhaust, stairs, top of engine, hand rails and concrete base for switch gear. In addition, the window frames, beams and door frames at the blacksmith building and the door and window frame at the machine shop contain lead.

#### **SUMMARY OF PROPERTY AND SITE CONDITIONS**

Recent site assessments activities and one year of NAM were completed by PM at the Property that included the Site. Soil analytical results of the assessment activities indicated concentrations of PAHs, TRPHs, and metals (arsenic, barium, and lead) in the soil (at depths ranging from 1 to 4 feet below grade) above the FDEP SCTLs at the Property including the Site. In addition, the analytical results indicated concentrations of VOCs, PAHs, and TRPHs in the groundwater above the applicable FDEP GCTLs and NADCs at the Property but not at the Site.

Following one year of FDEP approved NAM completed by PM at portions of the Property excluding the Site, groundwater analytical results indicated that plumes of VOC analytes and PAH analytes present at the eastern portion of the Property appeared to be stable. The groundwater VOC analyte and PAH analyte plumes are defined at the eastern portion of the Property with the exception of the northeastern edge of the plume. Groundwater TRPH concentrations detected above the applicable FDEP GCTL during the assessment



activities reduced to concentrations below the FDEP GCTL during the subsequent NAM events. PM concluded that the impacted groundwater plume is stable with limited likely migration of contaminated groundwater for the northeast of the Property. The FDEP approved a Declaration of Restrictive Covenant (DRC) and issued a SRCO-C dated April 26, 2016 for the documented impact at the Property with a discharge date of February 20, 2012.

Water sampling performed by PM in March 2014, from the existing concrete-lined pits surrounding the former generators located in the Plant Building at the Site indicated VOCs, PAHs and TRPH concentrations were not detected above the FDEP GCTL. Based on the analytical results of the water samples PM concluded that the water contained in the concrete-lined pits surrounding the former generators did not appear to be hazardous and recommended no further investigation of the water contained in the historical generator pits.

An ACM inspection was performed by PM in July 2013 at the Property that included the three buildings at the Site, and two additional buildings at the Property (blacksmith shop and machine shop). Thirty four samples of suspect ACM from 13 different homogenous areas at the Property including the Site were collected for laboratory analysis. PM identified that Transite panels, wire insulation, window glaze, and pipe insulation in the three buildings at the Site contain regulated quantities of asbestos (above 1%), based on the laboratory results and recommended that the identified ACM should be removed by a licensed Asbestos Abatement contractor prior to renovation or demolition activities.

An LBP survey performed in July 2013 by PSI at the Property found 57 out of a total of 110 XRF readings collected from various components on the interior and exterior of the buildings contain lead concentration equal to or in excess of 1.0 mg/cm<sup>2</sup>, as established by the Lead-Based Paint Poisoning Prevention Act, Section 302 and the HUD guidelines. PSI's findings indicated several building components or structures in the three buildings at the Site, and two additional buildings at the Property (blacksmith shop and machine shop) have coating that contain lead.

## **CONCLUSION**

Amec Foster Wheeler has completed a review of historical environmental site assessment reports for the Key West Diesel Plant Property (the Property) including the Site that consists of the three buildings located at the western portion of the Property and the Fort Street Extension right-of-way (ROW). Soil PAHs, TRPHs, and metals (arsenic, barium, and lead) impact are present at depths ranging from 1 to 4 feet below grade at the Property including the Site. The soil impacts at the Site are not defined vertically and horizontally.



Groundwater VOC and PAH impacts are defined with the exception of the northeastern edge of the plume at the eastern portion of the Property and appears to be stable with limited likely migration. Groundwater VOC, PAH and TRPH impacts were not detected at the Site located at the southwestern portion of the Property.

The FDEP issued a SRCO-C dated April 26, 2016 for the documented impact at the Property regarding a discharge date of February 20, 2012, releasing KEYS Energy Services from any further obligation to conduct site rehabilitation at the Property and the Site except for the conditions outlined in the SRCO-C. However, the DRC and the SRCO including the exceptions did not address the documented surficial soil impacts present at the Property and the Site. Whereas additional site rehabilitation activities are not required at the Property including the Site, additional investigation to address the documented soil impact may be required if planned renovation activities will disturb the land surface (i.e. demolition and/or construction activities, removal of concrete building slabs or soil removal).

The SRCO-C released KEYS Energy Services from any further obligation to conduct site rehabilitation at the Property except for the conditions outlined in the SRCO-C. FDEP's restrictive covenant for the Property does not allow the use of groundwater under the Property. Restrictions contained in the covenant run with the land and with the title of the Property in order to ensure the perpetual nature of these restrictions. The owner of property shall reference these restrictions in any subsequent lease or deed of conveyance.

Water contained in the concrete-lined pits surrounding the former generators do not appear to be hazardous based on March 2014 laboratory analytical results and sampling performed by PM. PM concluded that no further investigation of the water contained in the historical generator pits was necessary. However, additional testing of the water may be required in order to properly dispose of the water once a site development plan has been finalized for the Site.

Transite panels, wire insulation, window glaze, and pipe insulation in the three buildings at the Site contain regulated quantities of asbestos (above 1%) and the identified ACM should be removed or properly addressed by a licensed Asbestos Abatement contractor prior to renovation or demolition activities.

Building components and structures in the three buildings at the Site have paint or coatings that contain lead concentrations in excess of 1.0 mg/cm<sup>2</sup>, as established by the Lead-Based Paint Poisoning Prevention Act, Section 302 and the HUD guidelines. Where leaded coatings will be disturbed, potentially resulting in airborne lead that could exceed

the OSHA lead Action Level, lead abatement should be performed by certified lead abatement contractors prior to renovation activities. If only demolition services will be performed, a lead abatement inspector may be required to oversee the demolition activities.

## **RECOMMENDATION**

The City of Key West is considering acquiring the Site that consists of the three buildings located at the western portion of the Property. Based on the historical use of the buildings, such as housing generators used for electrical power generation, the presence of impacted soil at the Site, the presence of asbestos containing materials, and lead based paint in building components, and the proximity of the Site to the electrical Keys Substation the following recommendations are provided to minimize potential human exposures:

- The future development and use of the Site should be limited to commercial structures and/or commercial purposes unless engineering controls are incorporated into the site development plan for residential uses.
- Reasonable security measures including installation of a temporary fence should be considered for the Site in order to restrict site access and limit potential exposure to the documented petroleum hydrocarbon impacted soil and asbestos containing material present in the onsite buildings.
- Limited soil assessment had been conducted in the past beneath the sub slabs of the three onsite buildings. Therefore, if planned renovations and/or demolition of the buildings will disturb the soil, additional soil assessment may be required to further define the extent of potential soil impacts. In addition, a soil and groundwater management plan would need to be developed for the Site. The management plan will ensure proposed soil disturbance activities are performed in accordance with existing land use controls and that residual groundwater impact at the Site is not disturbed by site development activities. Any potential soil impact encountered beneath the buildings could be addressed through source removals during scheduled construction activities to minimize cost.
- Additional testing of the water contained in concrete-lined pits surrounding former generators at the Site may be required (due to age of the original test results) in order to properly dispose of the water once a site development plan has been finalized.



- Asbestos containing materials identified in the three buildings should be removed or properly addressed by a licensed Asbestos Abatement contractor prior to renovation or demolition activities.
- Lead abatement of identified lead based paint materials in building components should be performed by certified lead abatement contractors prior to renovation activities. If only demolition activities will be performed, a lead abatement inspector may be required to oversee the demolition activities.
- Ball park estimated costs for the additional site assessment (if warranted) and recommended abatement activities (asbestos and lead) are provided below:
  - If planned renovations and/or demolition of the buildings will disturb soil, additional soil assessment may be required to further define the extent of potential soil impacts. Additional site assessment costs (if required) is estimated to be between \$35,000 to \$50,000. A cost to remove and properly dispose of any impacted soil that may be identified cannot be provided at this time. Typical costs to remove and dispose of petroleum hydrocarbon impacted soil ranges from \$125 to \$175/ton.
  - Abatement of asbestos containing materials identified in the three onsite buildings is estimated to be between \$10,000 to \$15,000, based on PM Environmental Inc's Pre-Renovation Asbestos Containing Material Survey (July 2013) that estimated the presence of 2,250 sq. ft. of asbestos containing material.
  - Based on PSI's Lead-Based Paint Survey (July 2013) an estimate for lead abatement is difficult to provide without additional information regarding planned renovations for the buildings. Lead abatement costs could exceed \$75,000 based on the results of PSI's survey. Additional information regarding planned renovations and/or planned uses for the Site could be used to refine the abatement estimate. Alternatively, a supplementary Lead-Based Paint Survey to quantify the amount of lead containing finishes would assist in providing a cost estimate for abatement.

Sincerely,

**AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.**

A handwritten signature in blue ink, appearing to read "Jonathan Bulley".

Jonathan Bulley  
Senior Engineer

A handwritten signature in blue ink, appearing to read "Paul H. Thornbury".

Paul H. Thornbury  
Project Manager



## REFERENCES

Contamination Assessment Report, CH2M Hill, September 1991

Remedial Action Plan, CH2M Hill, October 1992

Remedial Action Plan Modification, PDG Environmental Services, October 1992

Site Inspection Report, Florida Department of Environmental Protection (FDEP) /  
US Environmental Project Agency, August 16, 2012

Phase I Environmental Site Assessment, PM Environmental, Inc., July 26, 2013

Phase II Environmental Site Assessment, PM Environmental, Inc., October 8, 2013

Site Assessment Report, PM Environmental, Inc., March 10, 2014

Surface Water Sampling, PM Environmental, Inc., July 22, 2014

Supplemental Site Assessment, PM Environmental, Inc., August 8, 2014

Lead Based Paint Survey, Professional Service Industries, Inc., (PSI) July 18, 2013

Pre-Renovation Asbestos Containing Material Survey, PM Environmental, Inc.,  
July 26, 2013

4<sup>th</sup> Quarter, 1<sup>st</sup> Year Natural Attenuation Monitoring Report, PM Environmental, Inc.,  
July 10, 2015

Site Rehabilitation Completion Order, FDEP, April 26, 2016

Well Abandonment Report, PM Environmental, Inc., June 17, 2016

# FIGURES



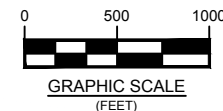
**REFERENCE**

USGS - KEY WEST QUADRANGLE, FLORIDA-MONROE CO.  
1988 DATUM, GRID ZONE DESIGNATION 17R  
7.5 MINUTE SERIES (TOPOGRAPHIC)

**LEGEND**



**KEY WEST DIESEL PLANT  
(THE PROPERTY)**



**Former Key West Gas  
& Electric Company**

101 - 111 GERALDINE STREET  
KEY WEST, FLORIDA

AMEC PROJECT #: 6783-16-2825



**AMEC FOSTER WHEELER**  
ENVIRONMENT & INFRASTRUCTURE, INC.

5845 N.W. 158th STREET  
MIAMI LAKES, FL 33014  
TEL: (305) 826-5588  
FAX: (305) 826-1799

**FIGURE 1**

**TOPOGRAPHIC MAP WITH  
PROPERTY BOUNDARY LOCATION**

CREATED BY: NAB

DATE: 06/22/16

CHECKED BY: JAB

SCALE: AS SHOWN





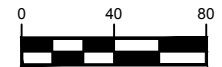
REFERENCE  
2014 AERIAL PHOTOGRAPH FROM  
GOOGLE EARTH PRO

#### LEGEND



KEY WEST DIESEL PLANT  
(THE PROPERTY)

THE SITE



GRAPHIC SCALE  
(FEET)

## Former Key West Gas & Electric Company

101 - 111 GERALDINE STREET  
KEY WEST, FLORIDA

AMEC PROJECT #: 6783-16-2825



AMEC FOSTER WHEELER  
ENVIRONMENT & INFRASTRUCTURE, INC.

5845 N.W. 158th STREET  
MIAMI LAKES, FL 33014  
TEL: (305) 826-5588  
FAX: (305) 826-1799

#### FIGURE 2

AERIAL MAP WITH PROPERTY  
AND SITE LOCATION

CREATED BY: NAB

DATE: 06/22/16

CHECKED BY: JAB

SCALE: AS SHOWN



918 FORT STREET  
CITY OF KEY WEST  
(FORMER  
GOVERNMENTAL SLIP)

FORT STREET

709 FORT STREET

RESIDENTIAL  
(FORMER TRUMAN ANNEX)

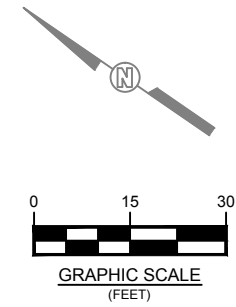
GERALDINE STREET

RESIDENTIAL

RESIDENTIAL  
(FORMER STANDARD OIL BULK PLANT)

RESIDENTIAL

RESIDENTIAL



REFERENCE:  
PE ENVIRONMENTAL INC.,  
4th QUARTER, 1st YEAR NATURAL  
ATTENUATION MONITORING REPORT  
(JULY 10, 2015)  
NOTE:  
MAP IS COLOR CODED.  
DO NOT PLOT BLACK & WHITE.

LEGEND

- (13950) PARCEL NUMBER  
--- PARCEL / LOT BOUNDARY  
--- PROPERTY BOUNDARY  
--- SITE BOUNDARY  
--- FORMER HISTORICAL  
SITE FEATURES
- G** GENERATOR  
**D** FORMER DWELLING  
**T** FORMER TOO SHED  
**C** FORMER CISTERN  
**P** FORMER PUMP HOUSE  
**O** FORMER OIL PUMP HOUSE  
**R** FORMER RETORT ROOM  
**C** FORMER GASOMETER



AMEC FOSTER WHEELER  
ENVIRONMENT & INFRASTRUCTURE, INC.  
5845 N.W. 158th STREET  
MIAMI LAKES, FL 33014  
TEL: (305) 826-5588  
FAX: (305) 826-1799  
AMECFW PROJECT #: 6783-16-2825

Former Key West Gas  
& Electric Company

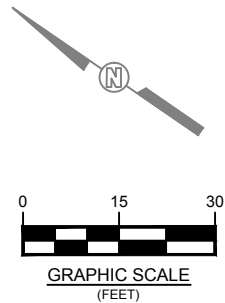
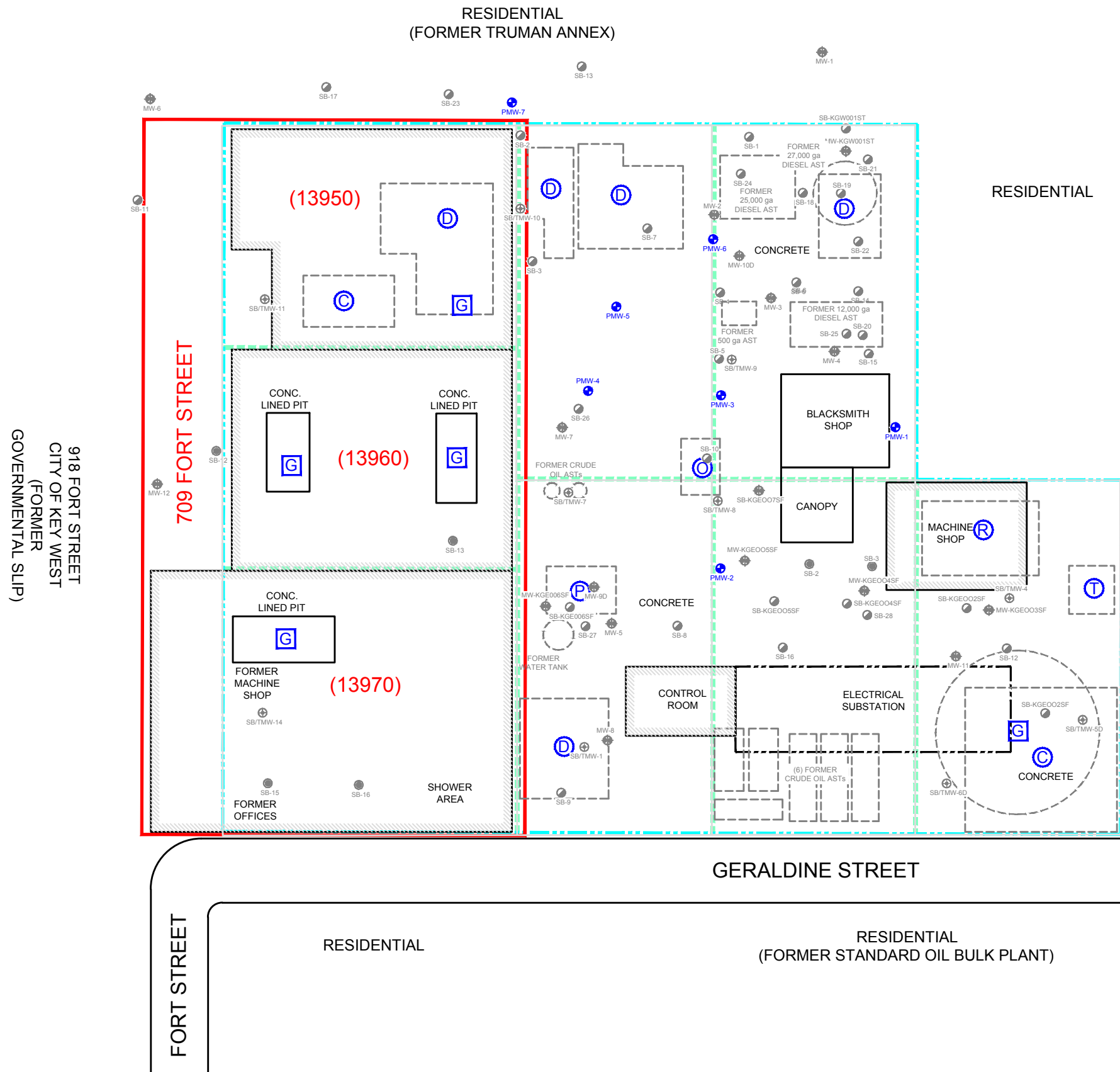
101 - 111 GERALDINE STREET  
KEY WEST, FLORIDA

FIGURE 3

PROPERTY AND  
SITE LAYOUT

DRAWN BY: NAB	DATE: 06/22/16
CHECKED BY: JAB	SCALE: AS SHOWN





REFERENCE:

BASED ON FIGURE 4 - GW CONC.  
MAP FOR VOCs EXCEEDING THE  
GCTL CRITERIA, CREATED BY  
PM ENVIRONMENTAL ON 7/9/15

NOTE:

MAP IS COLOR CODED.  
DO NOT PLOT BLACK & WHITE.

LEGEND

- (13950) PARCEL NUMBER
- PARCEL / LOT BOUNDARY
- PROPERTY BOUNDARY
- SITE BOUNDARY
- FORMER HISTORICAL SITE FEATURES

- GENERATOR
- FORMER DWELLING
- FORMER TOO SHED
- FORMER CISTERN
- FORMER PUMP HOUSE
- FORMER OIL PUMP HOUSE
- FORMER RETORT ROOM
- FORMER GASOMETER

- FORMER SOIL BORING
- FORMER MONITORING WELL
- FORMER SOIL BORING
- FORMER SOIL BORING / TEMP. MONITORING WELL
- MONITORING WELL



AMEC FOSTER WHEELER  
ENVIRONMENT & INFRASTRUCTURE, INC.  
5845 N.W. 158th STREET  
MIAMI LAKES, FL 33014  
TEL: (305) 826-5588  
FAX: (305) 826-1799  
AMECFW PROJECT #: 6783-16-2825

Former Key West Gas  
& Electric Company

101 - 111 GERALDINE STREET  
KEY WEST, FLORIDA

FIGURE 4

PROPERTY SITE LAYOUT  
WITH HISTORICAL  
SAMPLE LOCATIONS

DRAWN BY:	DATE:
NAB	06/22/16
CHECKED BY:	SCALE:
JAB	AS SHOWN

# **ATTACHMENT A**

## **CITY OF KEY WEST EXECUTIVE SUMMARY**



---

THE CITY OF KEY WEST  
3140 Flagler Ave Key West, FL 33040 (305) 809-3700

## EXECUTIVE SUMMARY

**TO:** Jim Scholl, City Manager  
**FROM:** Jim Bouquet, P.E., Engineering Director  
**DATE:** March 31, 2016  
**RE:** Pre-acquisition Inspection of the Former Key West Diesel Plant

---

### ACTION STATEMENT

Authorizing the City Manager to execute a Task Order agreement with Amec Foster Wheeler to complete a pre-acquisition inspection of the Former Key West Diesel Plant in the amount of \$22,000.00

### BACKGROUND

As summarized in a memorandum dated October 23, 2015 (attached), the Engineering Services Department reviewed information provided by KEYS Energy Services (KEYS) regarding possible City of Key West (City) acquisition of a portion (the Site) of the Key West Diesel Plant (the Property). The Site consists of three buildings identified as 100 Angela Street, 709 Fort Street and 101 Geraldine Street and the Fort Street Extension right-of-way (ROW). City staff subsequently requested Amec Foster Wheeler (AFW) prepare a proposal to conduct a pre-acquisition inspection of the Site. City and AFW met on site and established the following City objectives for this project:

- Conduct a structural engineering assessment.
- Review existing environmental information provided by KEYS and prepare an executive summary.
- Prepare an engineering cost estimate for demolition of 101 Geraldine Street and rehabilitation (white box) of the remaining two buildings.

The AFW scope of work and fee are presented in the attached proposal dated March 31, 2016.

## **PURPOSE AND JUSTIFICATION**

The intent of the AFW report is to provide baseline structural condition, environmental issues and restrictions, and building stabilization costs for consideration by the City Commission and citizens.

## **FINANCIAL**

The fee to complete this Task Order proposal is \$22,000.00 and will be funded from account #001-1906-519-3100, Professional Services. Work will be performed in accordance with the General Engineering Services Agreement between AFW and the City approved under Resolution 12-280 and extended under Resolution 15-208.

## **RECOMMENDATION**

Staff recommends approving Amec Foster Wheeler to complete a pre-acquisition inspection of the Former Key West Diesel Plant in the amount of \$22,000.00 and authorizing the City Manager to execute the Task Order.

# **ATTACHMENT B**

## **MONROE COUNTY PROPERTY APPRAISERS RECORDS**





**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
Marathon (305) 289-2550  
Plantation Key (305) 852-7130

## Property Record Card -

**Maps are now launching the new map application version.**

**Alternate Key: 1014338 Parcel ID: 00013950-000000**

### Ownership Details

**Mailing Address:**

THE UTILITY BOARD OF THE CITY OF KEY WEST  
1001 JAMES ST  
KEY WEST, FL 33040-6935

### Property Details

**PC Code:** 91 - UTILITIES, WATER TANKS

**Millage Group:** 11KW

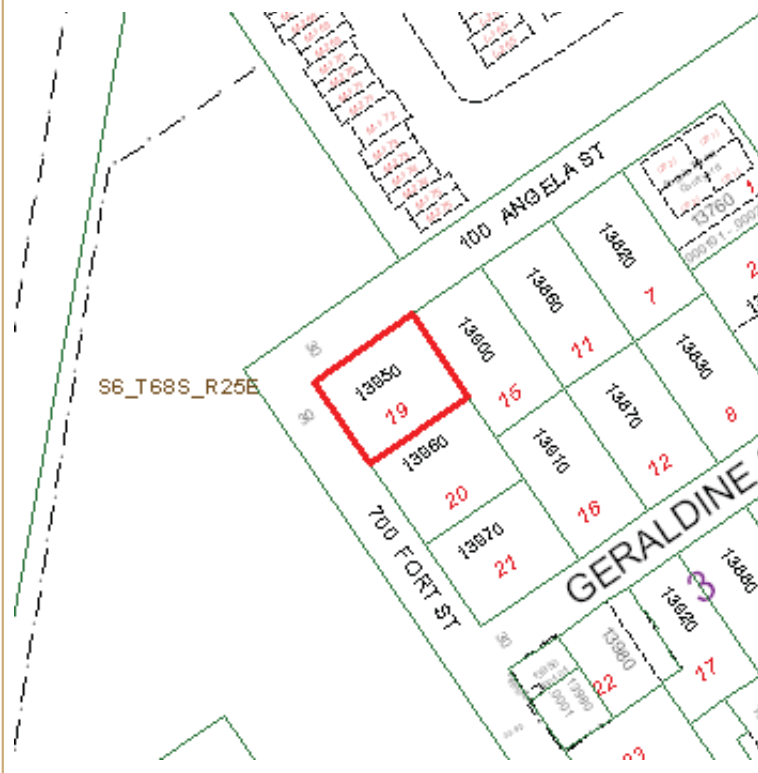
**Affordable Housing:** No

**Section-Township-Range:** 06-68-25

**Property Location:** 100 ANGELA ST KEY WEST

**Legal Description:** KW LOT 19 SQR 3 TR 3 G12-473/74 OR1428-1157/75F/J OR2571-2253/75 OR2592-2258/80C

**Click Map Image to open interactive viewer**





## Exemptions

Exemption	Amount
15 - MUNICIPAL LANDS	667,636.00

## Land Details

Land Use Code	Frontage	Depth	Land Area
100E - COMMERCIAL EXEMPT	58	70	4,060.00 SF

## Building Summary

Number of Buildings: 1  
 Number of Commercial Buildings: 1  
 Total Living Area: 3600  
 Year Built: 1923

## Building 1 Details

Building Type  
 Effective Age 58  
 Year Built 1923  
 Functional Obs 0

Condition P  
 Perimeter 250  
 Special Arch 0  
 Economic Obs 0

Quality Grade 350  
 Depreciation % 60  
 Grnd Floor Area 3,600

### Inclusions:

Roof Type  
 Heat 1  
 Heat Src 1

Roof Cover  
 Heat 2  
 Heat Src 2

Foundation  
 Bedrooms 0

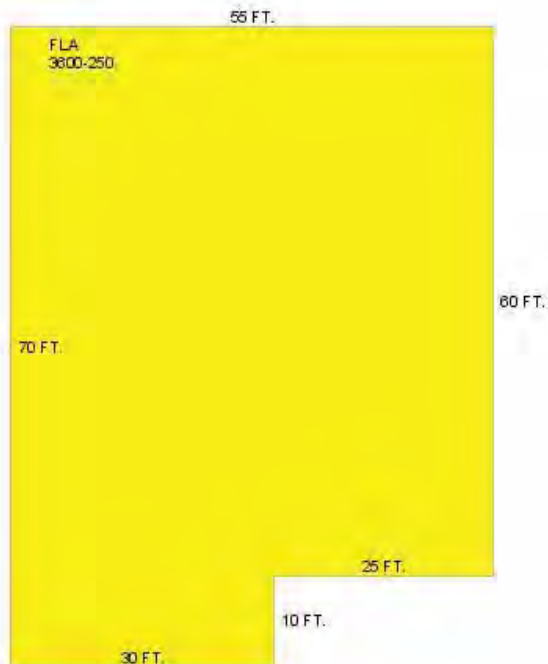
### Extra Features:

2 Fix Bath 0  
 3 Fix Bath 1  
 4 Fix Bath 0

Vacuum 0  
 Garbage Disposal 0  
 Compactor 0

5 Fix Bath 0  
 6 Fix Bath 0  
 7 Fix Bath 0  
 Extra Fix 0

Security 0  
 Intercom 0  
 Fireplaces 0  
 Dishwasher 0

**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1922					3,600

**Interior Finish:**

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	2602	ELEC/TELEPHONE ETC C	100	N	N

**Exterior Wall:**

Interior Finish Nbr	Type	Area %
680	BRICK	100

**Misc Improvement Details**

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PT3:PATIO	6 SF	3	2	1997	1998	2	50

**Appraiser Notes**

2002-7-24 THIS PROPERTY IS BEING USED BY KEYS ENERGY SYSTEMS.

OR2790-736/743 DECLARATION OF RESTRICTIVE COVENANT STATES THAT THE ENVIRONMENTAL REPORTS CONFIRM

THAT CONTAMINATED GROUNDWATER EXISTS ON THIS PROPERTY. PROPERTY WAS FORMERLY UTILIZED FOR MANUFACTURED GAS AND ELECTRIC POWER PLANT OPERATIONS AND IS CURRENTLY USED AS AN ELECTRICAL SUBSTATION. IN CONNECTION WITH HISTORIC SITE USES THERE ARE ONSITE PETROLEUM CONSTITUENT IMPACTS TO GROUNDWATER.

## Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	9801608	06/04/1998	01/01/1999	1,000	Commercial	POUR CONCRETE PADS

## Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	207,966	35	459,631	667,632	661,345	667,632	0
2014	207,966	33	443,216	651,215	601,223	651,215	0
2013	207,966	34	338,567	546,567	546,567	546,567	0
2012	207,966	35	338,567	546,568	546,568	546,568	0
2011	207,966	36	451,423	659,425	653,072	659,425	0
2010	207,966	36	385,700	593,702	593,702	593,702	0
2009	207,966	37	456,750	664,753	664,753	664,753	0
2008	207,966	38	466,900	674,904	674,904	674,904	0
2007	134,954	39	466,900	601,893	601,893	601,893	0
2006	134,954	40	263,900	398,894	398,894	398,894	0
2005	134,954	41	263,900	398,895	398,895	398,895	0
2004	134,954	42	259,840	394,836	394,836	394,836	0
2003	134,954	43	259,840	394,837	394,837	394,837	0
2002	134,954	44	71,050	206,048	206,048	206,048	0
2001	134,954	45	60,900	195,899	195,899	195,899	0
2000	134,954	14	50,750	185,718	185,718	185,718	0
1999	134,954	15	50,750	185,719	185,719	185,719	0
1998	90,180	0	50,750	140,930	140,930	140,930	0
1997	90,180	0	42,630	132,810	132,810	132,810	0
1996	81,981	0	42,630	124,611	124,611	124,611	0
1995	81,981	0	42,630	124,611	124,611	124,611	0
1994	81,981	0	42,630	124,611	124,611	124,611	0
1993	81,981	0	42,630	124,611	124,611	124,611	0
1992	81,981	0	42,630	124,611	124,611	124,611	0
1991	81,981	0	42,630	124,611	124,611	124,611	0
1990	102,477	0	32,480	134,957	134,957	134,957	0
1989	102,477	0	31,465	133,942	133,942	133,942	0
1988	84,903	0	26,390	111,293	111,293	111,293	0
1987	83,018	0	12,992	96,010	96,010	96,010	0

<b>1986</b>	83,451	0	12,180	95,631	95,631	95,631	0
<b>1985</b>	81,291	0	12,545	93,836	93,836	93,836	0
<b>1984</b>	79,858	0	12,545	92,403	92,403	92,403	0
<b>1983</b>	79,858	0	12,545	92,403	92,403	92,403	0
<b>1982</b>	68,675	0	8,891	77,566	77,566	77,566	0

## Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/26/2012	2592 / 2258	100	<u>QC</u>	<u>11</u>
4/25/2012	2571 / 2253	100	<u>QC</u>	<u>11</u>

This page has been visited 99,816 times.

Monroe County Property Appraiser  
 Scott P. Russell, CFA  
 P.O. Box 1176 Key West, FL 33041-1176





**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
Marathon (305) 289-2550  
Plantation Key (305) 852-7130

## Property Record Card -

**Maps are now launching the new map application version.**

**Alternate Key: 1014346 Parcel ID: 00013960-000000**

### Ownership Details

**Mailing Address:**

THE UTILITY BOARD OF THE CITY OF KEY WEST  
1001 JAMES ST  
KEY WEST, FL 33040-6935

### Property Details

**PC Code:** 91 - UTILITIES, WATER TANKS

**Millage Group:** 11KW

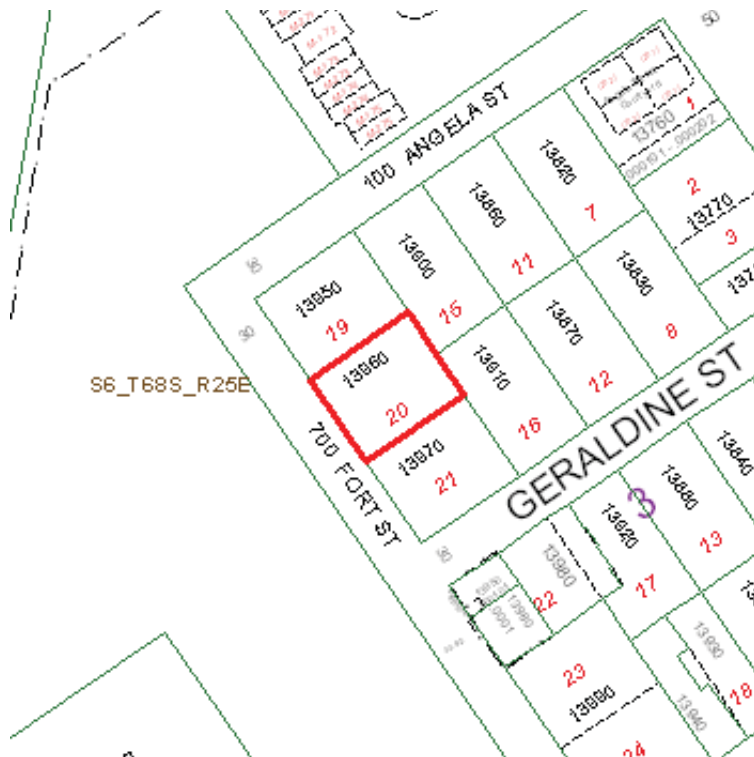
**Affordable Housing:** No

**Section-Township-Range:** 06-68-25

**Property Location:** 709 FORT ST KEY WEST

**Legal Description:** KW LOT 20 SQR 3 TR 3 G12-473/74 OR1428-1157/75F/J OR2571-2253/75 OR2592-2258/80C

**Click Map Image to open interactive viewer**





Exemption	Amount
15 - MUNICIPAL LANDS	668,060.00

Land Use Code	Frontage	Depth	Land Area
100E - COMMERCIAL EXEMPT	58	70	4,060.00 SF

Number of Buildings: 1  
Number of Commercial Buildings: 1  
Total Living Area: 3850  
Year Built: 1923

**Quality Grade** 350  
**Depreciation %** 60  
**Grnd Floor Area** 3,850

Foundation  
Bedrooms 0

2 Fix Bath	0
3 Fix Bath	0
4 Fix Bath	0

Vacuum	0
Garbage Disposal	0
Compactor	0

5 Fix Bath 0  
 6 Fix Bath 0  
 7 Fix Bath 0  
 Extra Fix 0

Security 0  
 Intercom 0  
 Fireplaces 0  
 Dishwasher 0

**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1922					3,850

**Interior Finish:**

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	2603	ELEC/TELEPHONE ETC C	100	N	N

**Exterior Wall:**

Interior Finish Nbr	Type	Area %
681	BRICK	100

## Appraiser Notes

2002-7-24 THIS PROPERTY IS BEING USED BY KEYS ENERGY SYSTEMS.

OR2790-736/743 DECLARATION OF RESTRICTIVE COVENANT STATES THAT THE ENVIRONMENTAL REPORTS CONFIRM THAT CONTAMINATED GROUNDWATER EXISTS ON THIS PROPERTY. PROPERTY WAS FORMERLY UTILIZED FOR MANUFACTURED GAS AND ELECTRIC POWER PLANT OPERATIONS AND IS CURRENTLY USED AS AN ELECTRICAL SUBSTATION. IN CONNECTION WITH HISTORIC SITE USES THERE ARE ONSITE PETROLEUM CONSTITUENT IMPACTS TO GROUNDWATER.

## Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	208,429	0	459,631	668,060	661,864	668,060	0
2014	208,429	0	443,216	651,645	601,695	651,645	0
2013	208,429	0	338,567	546,996	546,996	546,996	0
2012	208,429	0	338,567	546,996	546,996	546,996	0
2011	208,429	0	451,423	659,852	653,541	659,852	0
2010	208,429	0	385,700	594,129	594,129	594,129	0
2009	208,429	0	456,750	665,179	665,179	665,179	0
2008	208,429	0	466,900	675,329	675,329	675,329	0
2007	134,627	0	466,900	601,527	601,527	601,527	0
2006	134,627	0	263,900	398,527	398,527	398,527	0
2005	134,627	0	263,900	398,527	398,527	398,527	0
2004	134,627	0	259,840	394,467	394,467	394,467	0
2003	134,627	0	259,840	394,467	394,467	394,467	0
2002	134,627	0	71,050	205,677	205,677	205,677	0
2001	134,627	0	60,900	195,527	195,527	195,527	0
2000	134,627	0	50,750	185,377	185,377	185,377	0
1999	134,627	0	50,750	185,377	185,377	185,377	0
1998	89,961	0	50,750	140,711	140,711	140,711	0
1997	89,961	0	42,630	132,591	132,591	132,591	0
1996	81,783	0	42,630	124,413	124,413	124,413	0
1995	81,783	0	42,630	124,413	124,413	124,413	0
1994	81,783	0	42,630	124,413	124,413	124,413	0
1993	81,783	0	42,630	124,413	124,413	124,413	0
1992	81,783	0	42,630	124,413	124,413	124,413	0
1991	81,783	0	42,630	124,413	124,413	124,413	0
1990	102,229	0	32,480	134,709	134,709	134,709	0
1989	102,229	0	31,465	133,694	133,694	133,694	0
1988	83,435	0	26,390	109,825	109,825	109,825	0
1987	81,670	0	12,992	94,662	94,662	94,662	0
1986	82,110	0	12,180	94,290	94,290	94,290	0
1985	80,089	0	12,545	92,634	92,634	92,634	0
1984	78,860	0	12,545	91,405	91,405	91,405	0
1983	78,860	0	12,545	91,405	91,405	91,405	0
1982	67,706	0	8,891	76,597	76,597	76,597	0

## Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/26/2012	2592 / 2258	100	<u>QC</u>	<u>11</u>
4/25/2012	2571 / 2253	100	<u>QC</u>	<u>11</u>

This page has been visited 99,816 times.

Monroe County Property Appraiser  
Scott P. Russell, CFA  
P.O. Box 1176 Key West, FL 33041-1176





# Scott P. Russell, CFA Property Appraiser Monroe County, Florida

Key West (305) 292-3420  
Marathon (305) 289-2550  
Plantation Key (305) 852-7130

## Property Record Card -

**Maps are now launching the new map application version.**

**Alternate Key: 1014354 Parcel ID: 00013970-000000**

### Ownership Details

#### Mailing Address:

THE UTILITY BOARD OF THE CITY OF KEY WEST  
1001 JAMES ST  
KEY WEST, FL 33040-6935

### Property Details

PC Code: 91 - UTILITIES, WATER TANKS

Millage Group: 11KW

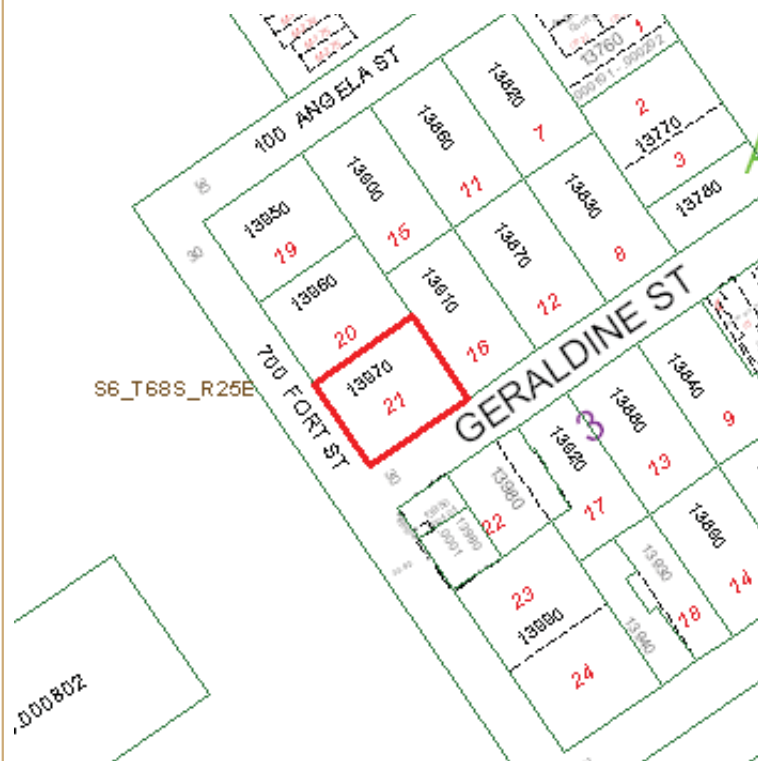
Affordable Housing: No

Section-Township-Range: 06-68-25

Property Location: 101 GERALDINE ST KEY WEST

Legal Description: KW LOT 21 SQR 3 TR 3 G12-473/74 OR1428-1157/75F/J OR2571-2253/75 OR2592-2258/80C

**Click Map Image to open interactive viewer**





Exemption	Amount
15 - MUNICIPAL LANDS	773,631.00

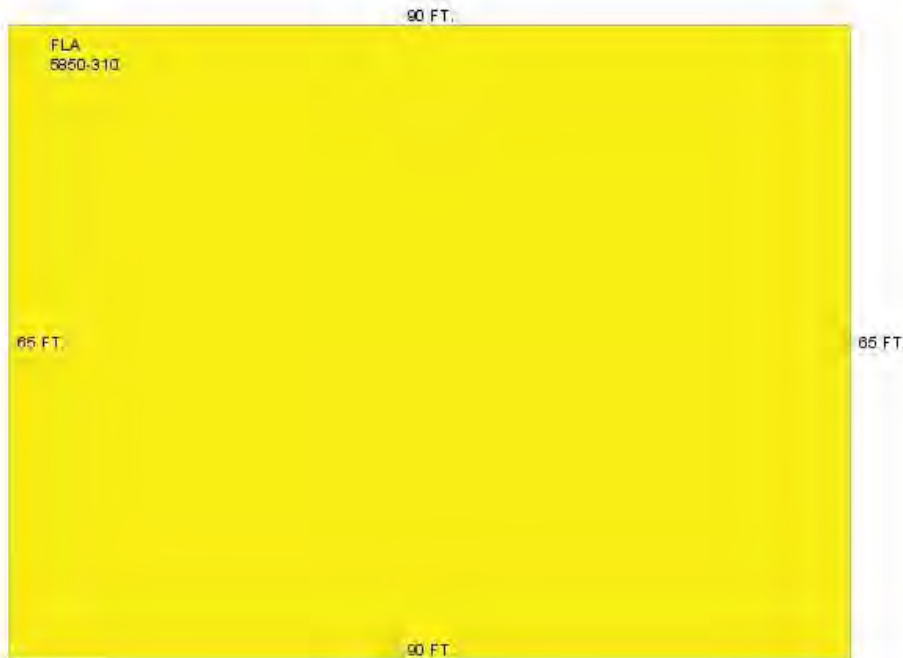
Land Use Code	Frontage	Depth	Land Area
100E - COMMERCIAL EXEMPT	58	70	4,060.00 SF

Number of Buildings: 1  
Number of Commercial Buildings: 1  
Total Living Area: 5850  
Year Built: 1923

2 Fix Bath	0	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0

5 Fix Bath 0  
 6 Fix Bath 0  
 7 Fix Bath 0  
 Extra Fix 0

Security 0  
 Intercom 0  
 Fireplaces 0  
 Dishwasher 0

**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1922					5,850

**Interior Finish:**

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	2604	ELEC/TELEPHONE ETC C	100	N	N

**Exterior Wall:**

Interior Finish Nbr	Type	Area %
682	BRICK	100

## Appraiser Notes

2002-7-24 PROPERTY BEING USED BY KEYS ENERGY SYSTEMS

OR2790-736/743 DECLARATION OF RESTRICTIVE COVENANT STATES THAT THE ENVIRONMENTAL REPORTS CONFIRM THAT CONTAMINATED GROUNDWATER EXISTS ON THIS PROPERTY. PROPERTY WAS FORMERLY UTILIZED FOR MANUFACTURED GAS AND ELECTRIC POWER PLANT OPERATIONS AND IS CURRENTLY USED AS AN ELECTRICAL SUBSTATION. IN CONNECTION WITH HISTORIC SITE USES THERE ARE ONSITE PETROLEUM CONSTITUENT IMPACTS TO GROUNDWATER.

## Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	314,000	0	459,631	773,631	773,631	773,631	0
2014	314,000	0	443,216	757,216	717,823	757,216	0
2013	314,000	0	338,567	652,567	652,567	652,567	0
2012	314,000	0	338,567	652,567	652,567	652,567	0
2011	314,000	0	451,423	765,423	765,423	765,423	0
2010	314,000	0	385,700	699,700	699,700	699,700	0
2009	314,000	0	456,750	770,750	770,750	770,750	0
2008	314,000	0	466,900	780,900	780,900	780,900	0
2007	203,118	0	466,900	670,018	670,018	670,018	0
2006	203,118	0	263,900	467,018	467,018	467,018	0
2005	203,118	0	263,900	467,018	467,018	467,018	0
2004	203,117	0	259,840	462,957	462,957	462,957	0
2003	203,117	0	259,840	462,957	462,957	462,957	0
2002	203,117	0	71,050	274,167	274,167	274,167	0
2001	203,117	0	60,900	264,017	264,017	264,017	0
2000	203,117	0	50,750	253,867	253,867	253,867	0
1999	203,117	0	50,750	253,867	253,867	253,867	0
1998	135,728	0	50,750	186,478	186,478	186,478	0
1997	135,728	0	42,630	178,358	178,358	178,358	0
1996	123,389	0	42,630	166,019	166,019	166,019	0
1995	123,389	0	42,630	166,019	166,019	166,019	0
1994	123,389	0	42,630	166,019	166,019	166,019	0
1993	123,389	0	42,630	166,019	166,019	166,019	0
1992	123,389	0	42,630	166,019	166,019	166,019	0
1991	123,389	0	42,630	166,019	166,019	166,019	0
1990	154,236	0	32,480	186,716	186,716	186,716	0
1989	154,236	0	31,465	185,701	185,701	185,701	0
1988	125,680	0	26,390	152,070	152,070	152,070	0
1987	123,072	0	12,992	136,064	136,064	136,064	0
1986	123,696	0	12,180	135,876	135,876	135,876	0
1985	120,711	0	12,545	133,256	133,256	133,256	0
1984	118,934	0	12,545	131,479	131,479	131,479	0
1983	118,934	0	12,545	131,479	131,479	131,479	0
1982	102,095	0	8,891	110,986	110,986	110,986	0

## Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/26/2012	2592 / 2258	100	<u>QC</u>	<u>11</u>
4/25/2012	2571 / 2253	100	<u>QC</u>	<u>11</u>

This page has been visited 99,815 times.

Monroe County Property Appraiser  
Scott P. Russell, CFA  
P.O. Box 1176 Key West, FL 33041-1176



**ATTACHMENT C**

**SITE PHOTOGRAPHS**



**PHOTO 1:**  
Interior of buildings at  
the Site



**PHOTO 2:**  
Inactive generator  
inside buildings at the  
Site



**PHOTO 3:**  
Inactive generator  
inside buildings at the  
Site





**PHOTO 4:**  
Interior of buildings at  
the Site





**PHOTO 5:**  
Interior of buildings at  
the Site



**PHOTO 6:**  
Interior of buildings at  
the Site showing an  
inactive generator





**PHOTO 7:**  
Interior of buildings at  
the Site



**PHOTO 8:**  
Interior of buildings at  
the Site showing an  
inactive generator





**PHOTO 9:**  
Interior of buildings at  
the Site showing an  
inactive generator



**PHOTO 10:**  
Interior of buildings at  
the Site





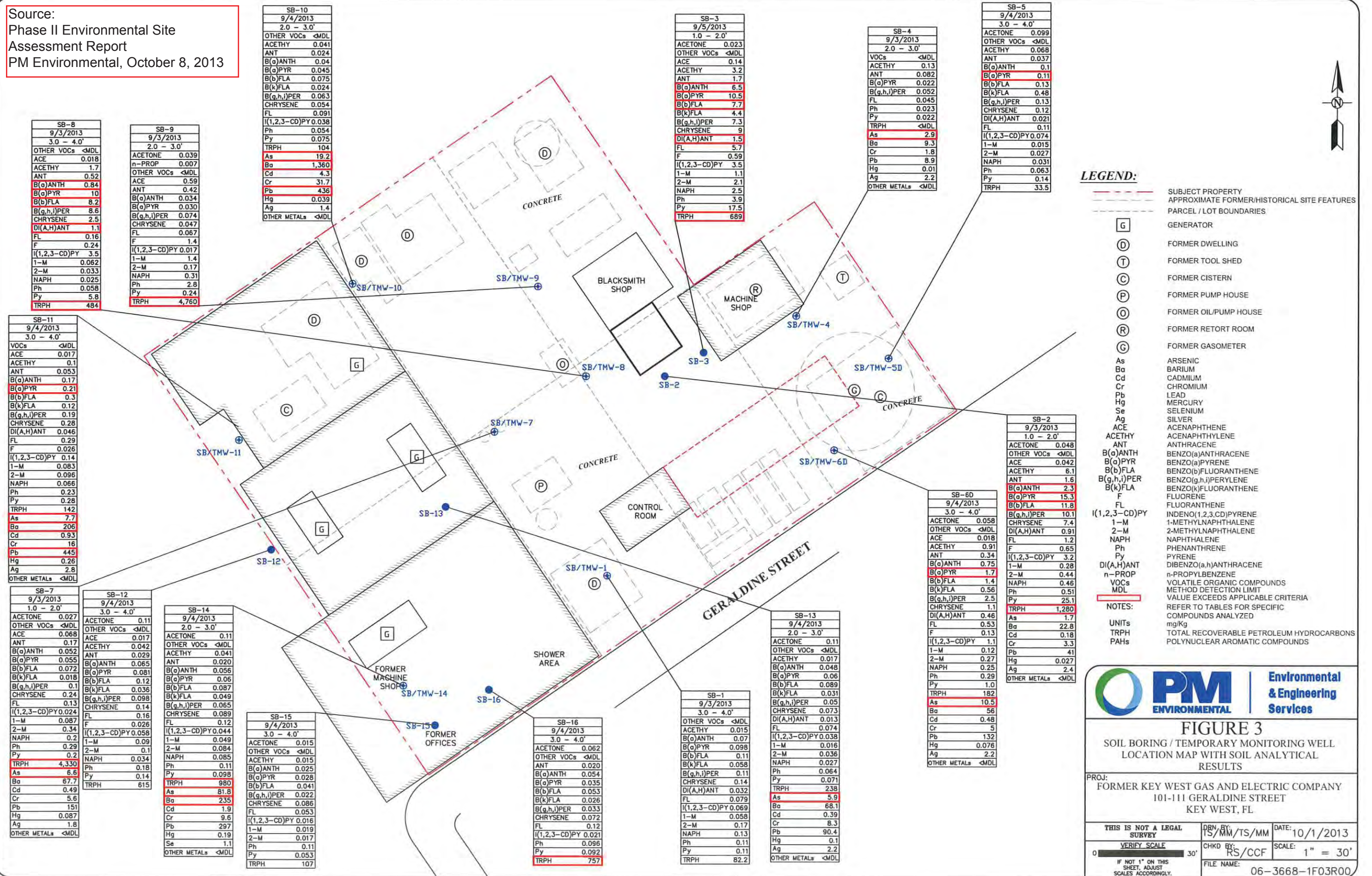
**PHOTO 11:**  
Interior of buildings at  
the Site showing an  
inactive generator

**ATTACHMENT D**

**HISTORICAL FIGURES**

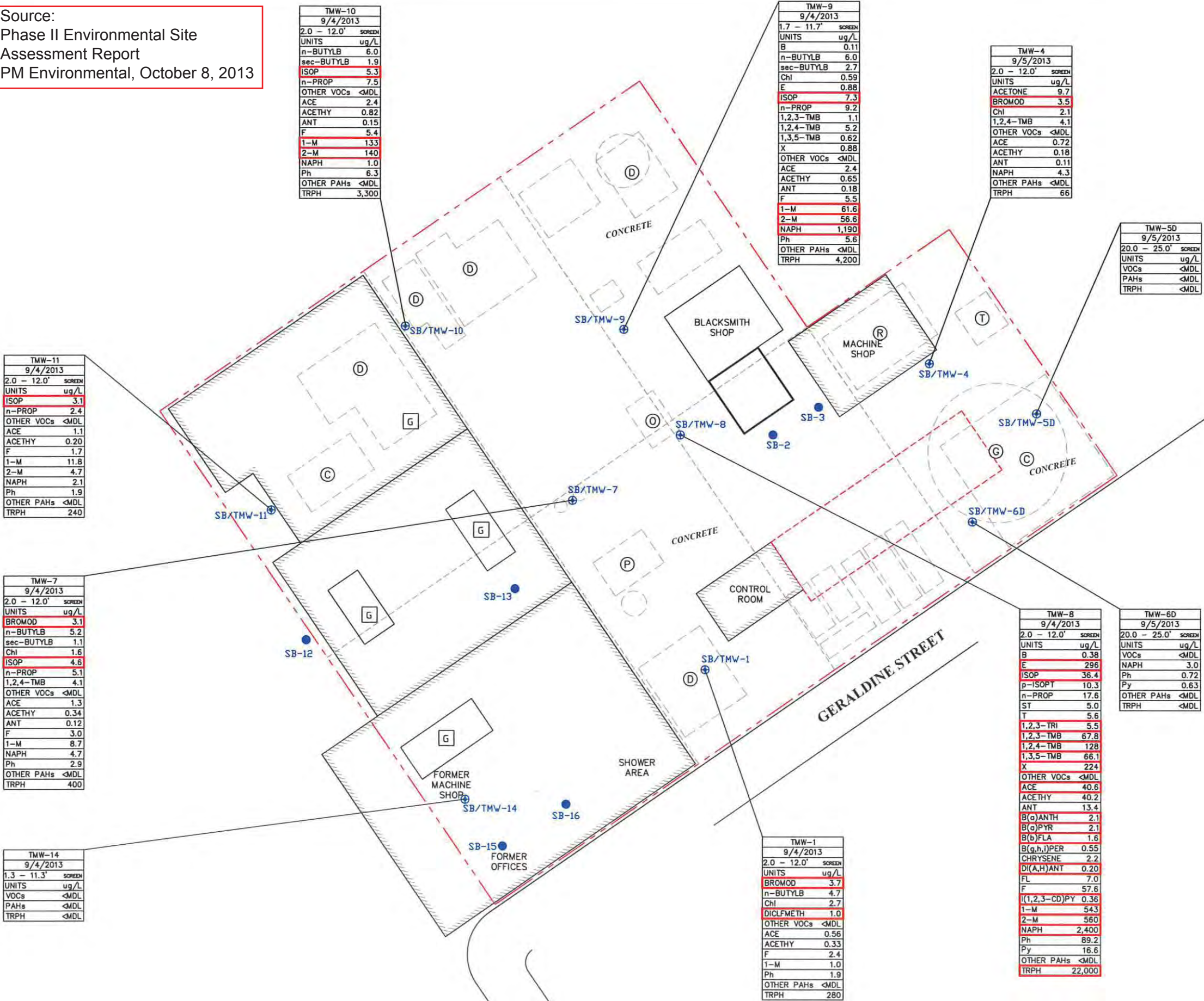


Source:  
Phase II Environmental Site  
Assessment Report  
PM Environmental, October 8, 2013





Source:  
Phase II Environmental Site  
Assessment Report  
PM Environmental, October 8, 2013



LEGEND:

- SUBJECT PROPERTY  
--- APPROXIMATE FORMER/HISTORICAL SITE FEATURES  
--- PARCEL / LOT BOUNDARIES
- [G] GENERATOR  
[D] FORMER DWELLING  
[T] FORMER TOOL SHED  
[C] FORMER CISTERN  
[P] FORMER PUMP HOUSE  
[O] FORMER OIL/PUMP HOUSE  
[R] FORMER RETORT ROOM  
[G] FORMER GASOMETER
- ACE ACENAPHTHENE  
ACETHY ACENAPHTHYLENE  
ANT ANTHRACENE  
Chl CHLOROFORM  
B(a)ANTH BENZO(a)ANTHRACENE  
B(a)PYR BENZO(a)PYRENE  
B(b)FLA BENZO(b)FLUORANTHENE  
B(g,h,i)PER BENZO(g,h,i)PERYLENE  
F FLUORENE  
FL FLUORANTHENE  
I(1,2,3-CD)PY INDENO(1,2,3-CD)PYRENE  
1-M 1-METHYLNAPHTHALENE  
2-M 2-METHYLNAPHTHALENE  
NAPH NAPHTHALENE  
Ph PHENANTHRENE  
Py PYRENE  
D(A,H)ANT DIBENZO(a,h)ANTHRACENE  
B BENZENE  
T TOLUENE  
E ETHYLBENZENE  
X XYLENES  
1,2,4-TMB 1,2,4-TRIMETHYLBENZENE  
1,3,5-TMB 1,3,5-TRIMETHYLBENZENE  
1,2,3-TMB 1,2,3-TRIMETHYLBENZENE  
ISOP ISOPROPYLBENZENE  
n-PROP n-PROPYLBENZENE  
ST STYRENE  
n-BUTYLB n-BUTYLBENZENE  
sec-BUTYLB sec-BUTYLBENZENE  
BROMOD BROMODICHLOROMETHANE  
DICLFMETH DIBROMOCHLOROMETHANE  
VOCs VOLATILE ORGANIC COMPOUNDS  
MDL METHOD DETECTION LIMIT  
VALUE EXCEEDS APPLICABLE CRITERIA
- NOTES:  
REFER TO TABLES FOR SPECIFIC COMPOUNDS ANALYZED
- UNITS ug/L  
TRPH TOTAL RECOVERABLE PETROLEUM HYDROCARBONS  
PAHs POLYNUCLEAR AROMATIC COMPOUNDS



Environmental  
& Engineering  
Services

FIGURE 4  
SOIL BORING / TEMPORARY MONITORING WELL  
LOCATION MAP WITH GROUNDWATER  
ANALYTICAL RESULTS

PROJ:  
FORMER KEY WEST GAS AND ELECTRIC COMPANY  
101-111 GERALDINE STREET  
KEY WEST, FL

THIS IS NOT A LEGAL  
SURVEY  
VERIFY SCALE  
0 30'  
IF NOT 1" ON THIS  
SHEET, ADJUST  
SCALES ACCORDINGLY.

DRN BY:  
TS/MM/TS/MM  
CHKD BY:  
RS/CCF  
FILE NAME:  
06-3668-1F04R00

DATE:  
10/1/2013  
SCALE:  
1" = 30'



PMW-5 1/29/2014	PMW-5 7/1/2014	PMW-5 11/6/2014	PMW-5 2/11/2014	PMW-5 5/7/2015
2.30 ~ 12.30' SCREEN	2.30 ~ 12.30' SCREEN	2.30 ~ 12.30' SCREEN	2.30 ~ 12.30' SCREEN	2.30 ~ 12.30' SCREEN
ACETONE 10.9	sec-BUTYLB 1.3	n-PROP 0.52	sec-BUTYLB 0.69	VOCs <MDL
n-BUTYLB 0.85	ISOP 1.3	OTHER VOCs <MDL	OTHER VOCs <MDL	ACETHY 0.23
sec-BUTYLB 2.0	n-PROP 1.2	ACE 0.66	ACE 0.9	ANT 0.14
tert-BUTYLB 0.51	OTHER VOCs <MDL	ACETHY 0.19	ACETHY 0.32	FL 0.030
Chl 1.3	ACE 0.68	ANT 0.089	ANT 0.26	F 1.2
ISOP 3.6	ACETHY 0.21	FL 0.029	FL 0.045	Ph 0.091
n-PROP 4.9	F 1.7	F 1.5	F 2.0	Py 0.088
OTHER VOCs <MDL	1-M 9.8	Ph 0.33	Ph 0.28	OTHER PAHs <MDL
ACE 1.0	2-M 5.7	Py 0.075	Py 0.099	
ACETHY 0.36	OTHER PAHs <MDL	1-M 3.1	1-M 2.3	
ANT 0.21	TRPH 340	OTHER PAHs <MDL	OTHER PAHs <MDL	
FL 0.049		TRPH 680		
F 2.4				
Ph 2.6				
Py 0.12				
1-M 35.5				
2-M 46.6				
OTHER PAHs <MDL				
TRPH 810				

PMW-6 1/29/2014	PMW-6 7/1/2014	PMW-6 11/6/2014	PMW-6 2/11/2014	PMW-6 5/7/2015
2.10 ~ 12.10' SCREEN	2.10 ~ 12.10' SCREEN	2.10 ~ 12.10' SCREEN	2.10 ~ 12.10' SCREEN	2.10 ~ 12.10' SCREEN
n-BUTYLB 1.7	sec-BUTYLB 0.78	ISOP 0.57	VOCs <MDL	n-BUTYLB 0.54
sec-BUTYLB 2.4	tert-BUTYLB 0.66	OTHER VOCs <MDL	ACE 0.7	CHLOROMETHANE 7.2
tert-BUTYLB 0.54	ISOP 0.81	ACE 0.96	ACETHY 0.16	1,2-DCA 0.60
ISOP 3.9	OTHER VOCs <MDL	ACETHY 0.20	ANT 0.23	ISOP 0.85
n-PROP 6.4	ACE 0.98	ANT 0.12	FL 0.057	p-ISOPT 0.79
1,2,3-TMB 1.2	ACETHY 0.22	FL 0.049	F 0.84	n-PROP 0.61
OTHER VOCs <MDL	F 1.4	Ph 0.24	X 2.4	
ACE 2.1	Ph 0.72	Ph 0.7	Py 0.12	OTHER VOCs <MDL
ACETHY 0.67	1-M 8.3	Py 0.069	OTHER PAHs <MDL	ANT 0.14
ANT 0.28	2-M 1.2	1-M 1.6		FL 0.056
FL 0.077	OTHER PAHs <MDL	2-M 2.7		F 0.76
F 3.9	TRPH 420	OTHER PAHs <MDL		NAPH 3.6
NAPH 2.6		TRPH 1,000		Ph 0.34
Ph 4.2				Py 0.062
Py 0.10				OTHER PAHs <MDL
1-M 61.0				
2-M 88.5				
OTHER PAHs <MDL				
TRPH 1,700				

PMW-1 1/28/2014	PMW-1 7/1/2014	PMW-1 11/6/2014	PMW-1 2/11/2015	PMW-1 5/7/2015
1.90 ~ 11.90' SCREEN	1.90 ~ 11.90' SCREEN	1.90 ~ 11.90' SCREEN	1.90 ~ 11.90' SCREEN	1.90 ~ 11.90' SCREEN
B 0.21	Bro-Ben 1.4	Bro-Ben 1.3	n-BUTYLB 1.7	n-BUTYLB 1.5
n-BUTYLB 3.0	n-BUTYLB 3.0	n-BUTYLB 1.8	E 1.4	ISOP 11.8
E 3.3	E 2.5	E 1.4	ISOP 32.6	n-PROP 3.4
ISOP 48.4	ISOP 43.6	ISOP 28.2	p-ISOPT 2.4	1,2,3-TMB 13.8
p-ISOPT 5.6	p-ISOPT 4.9	p-ISOPT 2.7	n-PROP 8.1	1,2,4-TMB 3.8
n-PROP 15.7	n-PROP 14.6	n-PROP 8.2	1,2,3-TMB 38.4	1,3,5-TMB 11.9
ST 1.4	T 3.5	1,2,3-TMB 28.7	1,2,4-TMB 10.1	X 7.5
T 1.1	1,2,3-TMB 54.7	1,2,4-TMB 11.4	1,3,5-TMB 26.6	OTHER VOCs <MDL
1,2,3-TMB 2.4	1,2,4-TMB 49	1,3,5-TMB 38.3	X 29.9	ACE 3.8
1,2,3-TMB 61.6	1,3,5-TMB 74.9	X 26	OTHER VOCs <MDL	ACETHY 5.5
1,2,4-TMB 86.3	X 49.7	OTHER VOCs <MDL	ACE 10.3	ANT 2.0
1,3,5-TMB 85.2	OTHER VOCs <MDL	ACE 10.2	ACETHY 8.3	B(g)ANTH 0.079
X 71.9	ACE 11.3	ACETHY 12.7	CHRYSENE 0.095	B(g)PYR 0.95
OTHER VOCs <MDL	ACETHY 12	ANT 3.7	ANT 2.6	B(b)FLA 0.94
ACE 14.4	ANT 2.9	B(g)ANTH 0.31	FL 1.5	B(k)FLA 0.58
ACETHY 27.5	FL 0.92	B(g)PYR 0.23	F 11.6	B(g,h,i)PER 1.8
ANT 4.6	F 13.3	B(b)FLA 0.46	NAPH 361	FL 1.6
B(g)ANTH 0.16	NAPH 1,390	CHRYSENE 0.038	Ph 29.9	F 5.1
B(b)FLA 0.027	Ph 35.2	FL 1.8	Py 2.7	1,2,3-CD)PY 1.9
B(k)FLA 0.028	Py 2.5	F 12.8	1-M 163	NAPH 181
CHRYSENE 0.18	1-M 123	NAPH 677	2-M 41.1	Ph 13.6
FL 2.4	2-M 121	Ph 35.4	OTHER PAHs <MDL	Py 3.7
F 21.0	OTHER PAHs <MDL	Py 3.5		1-M 33
NAPH 1,480	TRPH 3,700	1-M 129		2-M 9.9
Ph 41.7		2-M 90.7		OTHER PAHs <MDL
Py 4.9		OTHER PAHs <MDL		
1-M 259				
2-M 335				
OTHER PAHs <MDL				
TRPH 6,300				

PMW-7 1/29/2014	PMW-7 7/1/2014	PMW-7 11/6/2014	PMW-7 2/11/2014	PMW-7 5/7/2015
2.25 ~ 12.25' SCREEN	2.25 ~ 12.25' SCREEN	2.25 ~ 12.25' SCREEN	2.25 ~ 12.25' SCREEN	2.25 ~ 12.25' SCREEN
ACETONE 11.6	VOCs <MDL	VOCs <MDL	VOCs <MDL	1,2-DCA 0.65
sec-BUTYLB 0.78	ACE 0.058	ACE 0.2	ACE 0.15	p-ISOPT 0.56
ISOP 1.1	F 0.090	ACETHY 0.051	ACETHY 0.037	OTHER VOCs <MDL
n-PROP 2.7	OTHER PAHs <MDL	ANT 0.032	ANT 0.038	F 0.1
OTHER VOCs <MDL	TRPH <MDL	F 0.42	F 0.098	NAPH 3.5
ACE 0.42		Ph 0.040	Ph 0.051	OTHER PAHs <MDL
ACETHY 0.16		OTHER PAHs <MDL	Py 0.037	
ANT 0.094		TRPH 73	OTHER PAHs <MDL	
F 1.0				
Ph 1.1				
Py 0.036				
1-M 11.1				
2-M 12.6				
OTHER PAHs <MDL				
TRPH 340				

PMW-3 1/28/2014	PMW-3 7/1/2014	PMW-3 11/6/2014	PMW-3 2/11/2014	PMW-3 5/7/2015
2.25 ~ 12.25' SCREEN	2.25 ~ 12.25' SCREEN	2.25 ~ 12.25' SCREEN	2.25 ~ 12.25' SCREEN	2.25 ~ 12.25' SCREEN
ACETONE 13.0	n-BUTYLB 0.89	sec-BUTYLB 0.61	sec-BUTYLB 0.69	sec-BUTYLB 0.66
BROMOD 0.69	sec-BUTYLB 1.7	OTHER VOCs <MDL	OTHER VOCs <MDL	OTHER VOCs <MDL
n-BUTYLB 1.4	tert-BUTYLB 0.56	ACE 1.2	ACE 1.9	ACETHY 0.17
sec-BUTYLB 1.8	ISOP 2.8	ACETHY 0.15	ACETHY 0.44	ANT 0.18
Chl 1.0	n-PROP 3.6	ANT 0.11	ANT 0.26	B(b)FLA 0.16
ISOP 4.4	OTHER VOCs <MDL	FL 0.093	FL 0.37	FL 0.18
n-PROP 6.4	ACE 2.1	F 1.5	F 3.0	F 1.2
1,2,3-TMB 1.1	ACETHY 0.5	Ph 0.25	Ph 0.12	Ph 0.091
OTHER VOCs <MDL	F 3.4	Py 0.19	Py 0.63	Py 0.37
ACE 2.2	Ph 2.0	1-M 3.2	1-M 2.2	OTHER PAHs <MDL
ACETHY 0.60	1-M 32.2	OTHER PAHs <MDL	OTHER PAHs <MDL	
ANT 0.35	2-M 7.5	TRPH 1,400		
CHRYSENE 0.035	OTHER PAHs <MDL			
FL 0.51	TRPH 660			
F 4.0				
NAPH 2.6				
Ph 4.4				
Py 0.88				
1-M 55.1				
2-M 55.2				
OTHER PAHs <MDL				
TRPH 930				

PMW-4 1/28/2014	PMW-4 7/1/2014	PMW-4 11/6/2014	PMW-4 2/11/2014	PMW-4 5/7/2015
2.30 ~ 12.30' SCREEN	2.30 ~ 12.30' SCREEN	2.30 ~ 12.30' SCREEN	2.30 ~ 12.30' SCREEN	2.30 ~ 12.30' SCREEN
sec-BUTYLB 0.84	VOCs <MDL	VOCs <MDL	VOCs <MDL	VOCs <MDL
n-PROP 1.5	ACE 0.046	Ph 0.032	ACE 0.030	PAHs <MDL
OTHER VOCs <MDL	OTHER PAHs <MDL	OTHER PAHs <MDL	Ph 0.031	
ACE 0.48	TRPH <MDL	TRPH <MDL	Py 0.026	
ACETHY 0.18			OTHER PAHs <MDL	
ANT 0.12				
FL 0.047				
F 1.1				
Ph 0.37				
Py 0.072				
OTHER PAHs <MDL				
TRPH 230				

PMW-2 1/28/2014	PMW-2 7/1/2014	PMW-2 11/6/2014	PMW-2 2/11/2014	PMW-2 5/7/2015
2.20 ~ 12.20' SCREEN	2.20 ~ 12.20' SCREEN	2.20 ~ 12.20' SCREEN	2.20 ~ 12.20' SCREEN	2.20 ~ 12.20' SCREEN
B 0.11	n-BUTYLB 1.0	n-BUTYLB 0.75	E 7.3	sec-BUTYLB 0.56
n-BUTYLB 0.88	E 23.1	E 9.1	ISOP 6.1	E 3.9
sec-BUTYLB 1.4	ISOP 9.1	ISOP 9.1	1,2,3-TMB 10.6	ISOP 4.2
E 38.4	p-ISOPT 3.5	p-ISOPT 4.2	1,2,4-TMB 13.2	p-ISOPT 1.5
ISOP 12.0	n-PROP 3.9	n-PROP 1.6	OTHER VOCs <MDL	n-PROP 0.70
p-ISOPT 3.8	T 3.4	1,2,3-TMB 31.1	ACE 38.7	T 0.63
n-PROP 4.5	1,2,3-TMB 12.7	1,2,4-TMB 52.3	ACETHY 12.5	1,2,3-TMB 12.3
ST 0.50	1,2,4-TMB 22.4	1,3,5-TMB 13.9	ANT 5.4	1,2,4-TMB 10.3
T 1.0	1,3,5-TMB 5.9	X 27.6	B(g)ANTH 0.39	1,3,5-TMB 4.8
1,2,3-TMB 18.7	X 16.9	OTHER VOCs <MDL	B(b)FLA 0.081	X 9.3
1,2,4-TMB 29.0	OTHER VOCs <MDL	ACE 29.7	CHRYSENE 0.5	OTHER VOCs <MDL
1,3,5-TMB 7.1	ACE 34.6	ACETHY 16.0	FL 6.2	ACE 23.2
X 26.9	ACETHY 8.3	ANT 6.7	F 8.0	ACETHY 8.9
OTHER VOCs <MDL	ANT 3.7	B(g)ANTH 0.39	NAPH 185	ANT 5.5
ACE 37.1	FL 4.6	B(g)PYR 0.21	Ph 56	B(g)ANTH 0.048
ACETHY 11.2	F 5.7	B(b)FLA 0.42	Py 13.1	B(g)PYR 0.069
ANT 5.5	NAPH 346	CHRYSENE 0.11	1-M 115	B(b)FLA 0.090
B(g)ANTH 0.54	Ph 49.2	FL 4.3	2-M 16.4	FL 5.2
B(g)PYR 0.14	Py 10.3	F 10	OTHER PAHs <MDL	F 6.4
B(b)FLA 0.12	1-M 132	NAPH 622		NAPH 179
B(g,h,i)PER 0.043	2-M 31.2	Ph 52.5		Ph 34.5
CHRYSENE 0.49	OTHER PAHs <MDL	Py 8.8		Py 11.5
F 5.8	TRPH 1,600	1-M 120		1-M 52
F 9.7		2-M 81.9		2-M 8.8
I(1,2,3-CD)PY 0.026		OTHER PAHs <MDL		OTHER PAHs <MDL
NAPH 219		TRPH 2,700		
Ph 55.0				
Py 12.1				
1-M 187				
2-M 62.4				
OTHER PAHs <MDL				
TRPH 2,300				

# LEGEND:

- SUBJECT PROPERTY
- APPROXIMATE FORMER/HISTORICAL SITE FEATURES
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- GENERATOR
- FORMER DWELLING
- FORMER TOOL SHED
- FORMER CISTERN
- FORMER PUMP HOUSE
- FORMER OIL/PUMP HOUSE
- FORMER RETORT ROOM
- FORMER GASOMETER
- FORMER SOIL BORING
- FORMER MONITORING WELL
- FORMER SOIL BORING
- FORMER SOIL BORING/TEMPORARY MONITORING WELL
- MONITORING WELL

- B
- T
- E
- X
- F
- Ph
- Py
- ST
- FL
- ANT
- ACE
- Chl
- ACETHY
- B(g)ANTH
- B(o)PYR
- B(b)FLA
- B(g,h,i)PER
- B(k)FLA
- 1-M
- NAPH
- 1,2,3-TRI
- 1,2,4-TMB
- 1,3,5-TMB
- 1,2,3-TMB
- I(1,2,3-CD)PY
- ISOP
- p-ISOPT
- BENZENE
- TOLUENE
- ETHYLBENZENE
- XYLENES
- FLUORENE
- PHENANTHRENE
- PYRENE
- STYRENE
- FLUORANTHENE
- ANTHRACENE
- ACENAPHTHENE
- CHLOROFORM
- ACENAPHTHYLENE
- BENZO(a)ANTHRACENE
- BENZO(a)PYRENE
- BENZO(b)FLUORANTHENE
- BENZO(g,h,i)PERYLENE
- BENZO(k)FLUORANTHENE
- 1-METHYLNAPHTHALENE
- 2-METHYLNAPHTHALENE
- NAPHTHALENE
- 1,2,3-TRICHLOROPROPANE
- 1,2,4-TRIMETHYLBENZENE
- 1,3,5-TRIMETHYLBENZENE
- 1,2,3-TRIMETHYLBENZENE
- INDENO(1,2,3-CD)PYRENE
- ISOPROPYLBENZENE
- p-ISOPROPYLTOLUENE

- 1,2-DCA
- n-PROP
- n-BUTYLB
- sec-BUTYLB
- tert-BUTYLB
- BROMOD
- VOCs
- PAHs
- TRPH
- MDL
- UNITS

## NOTES:

1,2-DICHLOROETHANE  
n-PROPYLBENZENE  
n-BUTYLBENZENE  
sec-BUTYLBENZENE  
tert-BUTYLBENZENE  
BROMODICHLOROMETHANE  
VOLATILE ORGANIC COMPOUNDS  
POLYNUCLEAR AROMATIC COMPOUNDS  
TOTAL RECOVERABLE PETROLEUM HYDROCARBONS  
METHOD DETECTION LIMIT  
µg/L  
VALUE EXCEEDS APPLICABLE CRITERIA  
REFER TO TABLES FOR SPECIFIC COMPOUNDS ANALYZED

Source:  
4<sup>th</sup> Quarter, 1<sup>st</sup> Year Natural  
Attenuation Monitoring Report,  
PM Environmental, July 10, 2015



## FIGURE 3

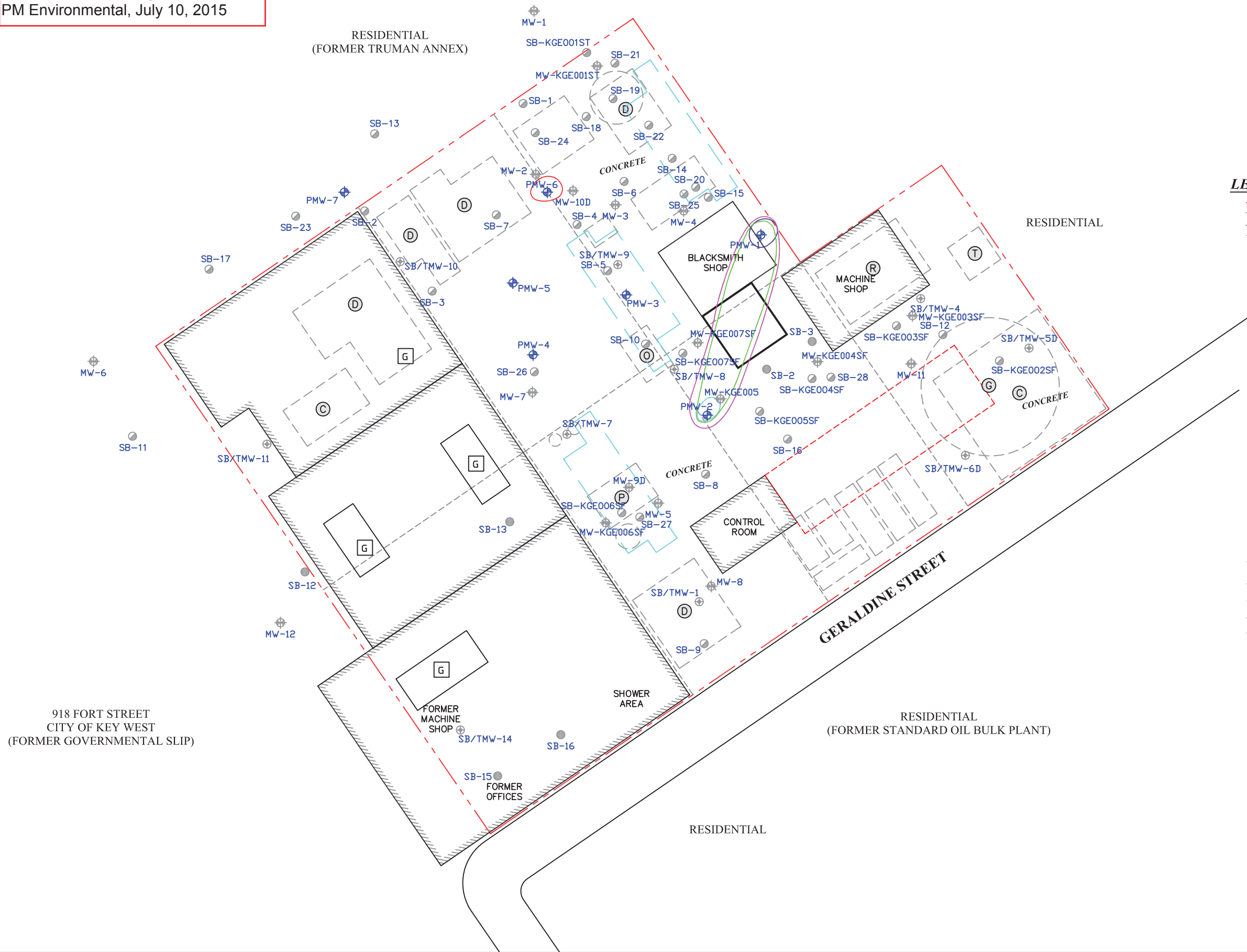
SOIL BORING/MONITORING WELL LOCATION  
MAP WITH GROUNDWATER ANALYTICAL  
RESULTS

PROJ:  
FORMER KEY WEST GAS AND ELECTRIC COMPANY  
101-111 GERALDINE STREET  
KEY WEST, FL

THIS IS NOT A LEGAL SURVEY	DRN BY: TS/MM/CS/ES/KS	DATE: 7/9/2015
VERIFY SCALE	CHKD BY: RS/CCF	SCALE: 1" = 40'
IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	FILE NAME:	06-3668-4F03R03



Source:  
4<sup>th</sup> Quarter, 1<sup>st</sup> Year Natural  
Attenuation Monitoring Report,  
PM Environmental, July 10, 2015



**LEGEND:**

- SUBJECT PROPERTY
- APPROXIMATE FORMER/HISTORICAL SITE FEATURES
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES

**UNITS**       $\mu\text{g/L}$

- ISOPROPYLBENZENE GCTL 0.8  $\mu\text{g/L}$
- 1,2,3 TRIMETHYLBENZENE GCTL 10  $\mu\text{g/L}$  AND
- 1,2,4 TRIMETHYLBENZENE GCTL 10  $\mu\text{g/L}$
- 1,3,5 TRIMETHYLBENZENE GCTL 10  $\mu\text{g/L}$
- CHLOROMETHANE GCTL 2.7  $\mu\text{g/L}$

**LEGEND:**

- GENERATOR
- FORMER DWELLING
- FORMER TOOL SHED
- FORMER CISTERN
- FORMER PUMP HOUSE
- FORMER OIL/PUMP HOUSE
- FORMER RETORT ROOM
- FORMER GASOMETER
- FORMER SOIL BORING
- FORMER MONITORING WELL
- FORMER SOIL BORING
- FORMER SOIL BORING / TEMPORARY MONITORING WELL
- MONITORING WELL

**LEGEND:**

- ISOPROPYLBENZENE GCTL 0.8  $\mu\text{g/L}$
- 1,2,3 TRIMETHYLBENZENE GCTL 10  $\mu\text{g/L}$  AND
- 1,2,4 TRIMETHYLBENZENE GCTL 10  $\mu\text{g/L}$
- 1,3,5 TRIMETHYLBENZENE GCTL 10  $\mu\text{g/L}$
- CHLOROMETHANE GCTL 2.7  $\mu\text{g/L}$



**FIGURE 4**  
GROUNDWATER CONCENTRATION MAP FOR  
VOCs EXCEEDING THE GCTL CRITERIA  
(5/2015)

PROJ:  
FORMER KEY WEST GAS AND ELECTRIC COMPANY  
101-111 GERALDINE STREET  
KEY WEST, FL

THIS IS NOT A LEGAL SURVEY	DRN BY: TS/CS/ES/KS	DATE: 7/9/2015
VERIFY SCALE	CHKD BY: RS/CCF	SCALE: 1" = 30'
IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	FILE NAME:	06-3668-4F04R06

Source:  
4<sup>th</sup> Quarter, 1<sup>st</sup> Year Natural  
Attenuation Monitoring Report,  
PM Environmental, July 10, 2015



**ATTACHMENT E**

**FDEP CORRESPONDENCES**

## Candace Chin Fatt

---

**From:** Masella, Charles <Charles.Masella@dep.state.fl.us>  
**Sent:** Thursday, October 31, 2013 1:30 PM  
**To:** Candace Chin Fatt  
**Cc:** McLaurin, Albert; Sautter, Mark  
**Subject:** COM\_303264 Former Key West Gas and Electric Company

October 31, 2013

Candace Chin Fatt  
PM Environmental, Inc.  
954-924-1801  
[ChinFatt@pmenv.com](mailto:ChinFatt@pmenv.com)

Re: Phase II ESA Discussion  
Former Key West Gas & Electric  
Monroe County  
COM\_303264

Dear Ms. Chin Fatt:

Pursuant to our telephone conversation this afternoon, the primary constituents that are of a concern are the petroleum product components and residues. In the submittal received on October 17, 2013 by the South District, it appears that there are three monitoring well positions (TMW-8, TMW-9, and TMW-10) that indicate significant exceedances over Chapter 62-777 F.A.C. Groundwater Cleanup Target Levels (GCTLs). These constituents are Ethylbenzene, and Naphthalene (also 1 & 2-Methylnaphthalenes). The BaPs are breakdown (daughter components) and may attenuate. We further see readings for Lead and Arsenic, but although exceeding criteria, are not significant at this time, and may be addressed following delineation of the petroleum product plume.

The area of greater concern is the ellipse that includes TMW-8, TMW-9, and TMW-10. I would suggest concentrating groundwater remediation efforts in this part of the property. Careful over-pumping proceeding groundwater collection might assist in the removal of the Polynuclear Aromatic Hydrocarbons (PAHs) in the upper watertable, and speed the volatilization of the Ethylbenzene.

As for soils, they are a secondary issue, due to the abundance of sand and limerock (possibly vugular, or oolitic in composition) on the site. Plus the gradient may be alternating due to the proximity of the surrounding water-body, so we would not expect you to labor too much on exact determination of directional issues. In the event you expect to encounter elevated Total Recoverable Petroleum Hydrocarbons (TRPHs), I would suggest analysis through Fractionation or Speciation. This may indicate a carbon concentration within criteria.

You may proceed with your assessment without the submittal of a work plan to the Department. The assessment should be conducted pursuant to Chapter 62-780 F.A.C.

Charles A. Masella  
FDEP-SD CAP WC/TK  
239-344-5667  
[Charles.Masella@dep.state.fl.us](mailto:Charles.Masella@dep.state.fl.us)



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

SOUTH DISTRICT  
P.O. BOX 2549  
FORT MYERS, FL 33902-2549  
*SouthDistrict@dep.state.fl.us*

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

**To:** Charles A. Masella *CM*  
**Florida Department of Environmental Protection**

**From:** Mark A. Sautter *MS*  
**Florida Department of Environmental Protection**

**Date:** August 26, 2014

**Subject:** Monroe County – WC  
**Supplemental Site Assessment Report**  
**Former Key West Gas and Electric Company**  
**101-111 Geraldine Street**  
**Key West, Florida 33040**  
**Waste Cleanup Tracking Number: COM\_303264**

---

The Florida Department of Environmental Protection (Department) has conducted a technical review of the Supplemental Site Assessment Report (SSAR) for the Former Key West Gas and Electric Company facility. The submittal was generated by PM Environmental, Inc. (PM), and received by the Department on August 25, 2014. Site activities were initiated to address the petroleum contaminant confirmed through an October 8, 2013, Phase II Environmental Site Assessment (PH II ESA).

On September 4, 2013, PM personnel supervised the installation of advancement of sixteen (16) soil borings (SB-1 through SB-16) and the installation of ten (10) temporary groundwater monitoring wells (TMW-1, TMW-4, TMW-5D, TMW-6D, TMW-7 through TMW-11, and TMW-14). PM personnel collected sixteen (16) soil samples and ten (10) groundwater samples. The collected samples were submitted for laboratory analysis for Volatile Organic Compounds (VOCs), Polycyclic Aromatic Hydrocarbons (PAHs), Total Recoverable Petroleum Hydrocarbons (TRPH), Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver. The laboratory analytical data reported concentrations of PAHs, TRPH, and Metals in excess of their respective Florida Administrative Code (F.A.C.) Rule 62-777 Soil Cleanup Target Levels (SCTLs) and VOCs, PAHs, and TRPH in concentrations exceeding their respective F.A.C. Rule 62-777 Groundwater Cleanup Target Levels (GCTLs) and/or Natural Attenuation Default Concentrations (NADCs).

Based upon the findings of the PH II ESA, PM recommended that a Site Assessment (SA) be performed and, on January 27, 2014, PM personnel supervised the installation of seven (7) permanent groundwater monitoring wells (PMW-1 through PMW-7). Groundwater samples were collected from the newly installed wells on January 28, 2014. The collected samples were submitted for laboratory analysis by EPA Method 8260B for VOCs, EPA Method 8270C for PAHs, and by the Florida Residual Petroleum Organics (FL-PRO) Method for Total Recoverable Petroleum Hydrocarbons (TRPH).



The laboratory analytical data reported Isopropyl Benzene (Cumene) in PMW-1, PMW-2, PMW-3, PMW-5, PMW-6, and PMW-7 at 48.4 micrograms per liter ( $\mu\text{g/l}$ ), 12.0  $\mu\text{g/l}$ , 4.4  $\mu\text{g/l}$ , 3.6  $\mu\text{g/l}$ , 3.9  $\mu\text{g/l}$ , and 1.1  $\mu\text{g/l}$ , respectively. These concentrations exceed the GCTL of 0.8  $\mu\text{g/l}$ . In addition, the concentrations detected in PMW-1 and PMW-2 exceed the NADC of 8  $\mu\text{g/l}$ . Bromodichloromethane was detected in PMW-3 at 0.69  $\mu\text{g/l}$ . This concentration exceeds the GCTL of 0.6  $\mu\text{g/l}$ . Ethylbenzene was detected in MW-2 at 38.8  $\mu\text{g/l}$ . This concentration exceeds the GCTL of 30  $\mu\text{g/l}$ . 1,2,3-Trichloropropane was detected in PMW-1 at 2.4  $\mu\text{g/l}$ . This concentration exceeds the GCTL of 0.02  $\mu\text{g/l}$  and the NADC of 2  $\mu\text{g/l}$ . However, when this value is rounded in accordance with the memorandum issued by the Director of the Division of Waste Management, Jorge Caspary, the resulting concentration is 2  $\mu\text{g/l}$ ; equal to, but not exceeding the NADC. 1,2,3-Trimethylbenzene was detected in PMW-1 and PMW-2 at 61.6  $\mu\text{g/l}$  and 18.7  $\mu\text{g/l}$ , respectively. These concentrations exceed the GCTL of 10. 1,2,4-Trimethylbenzene was detected in PMW-1 and PMW-2 at 86.3  $\mu\text{g/l}$  and 29  $\mu\text{g/l}$ , respectively. These concentrations exceed the GCTL of 10  $\mu\text{g/l}$ . 1,3,5-Trimethylbenzene was detected in PMW-1 at 85.2  $\mu\text{g/l}$ . This concentration exceeds the GCTL of 10  $\mu\text{g/l}$ . Total Xylenes were detected in PMW-1 and PMW-2 at 71.9  $\mu\text{g/l}$  and 26.9  $\mu\text{g/l}$ , respectively. These concentrations exceed the GCTL of 20  $\mu\text{g/l}$ . Acenaphthene was detected in PMW-2 at 37.1  $\mu\text{g/l}$ . This concentration exceeds the GCTL of 20  $\mu\text{g/l}$ . Benzo(a)anthracene was detected in PMW-1 and PMW-2 at 0.16  $\mu\text{g/l}$  and 0.54  $\mu\text{g/l}$ , respectively. These concentrations exceed the GCTL of 0.05  $\mu\text{g/l}$ . Benzo(b)fluoranthene was detected in PMW-2 at 0.12  $\mu\text{g/l}$ . This concentration exceeds the GCTL of 0.05  $\mu\text{g/l}$ . Naphthalene was detected in PMW-1 and PMW-2 at 1,480  $\mu\text{g/l}$  and 219  $\mu\text{g/l}$ , respectively. These concentrations exceed the GCTL of 14  $\mu\text{g/l}$  and the NADC of 140  $\mu\text{g/l}$ . 1-Methylnaphthalene was detected in PMW-1, PMW-2, PMW-3, PMW-5, and PMW-6 at 259  $\mu\text{g/l}$ , 187  $\mu\text{g/l}$ , 55.1  $\mu\text{g/l}$ , 35.5  $\mu\text{g/l}$ , and 61.0  $\mu\text{g/l}$ , respectively. These concentrations exceed the GCTL of 28  $\mu\text{g/l}$ . 2-Methylnaphthalene was detected in PMW-1, PMW-2, PMW-3, PMW-5, and PMW-6 at 335  $\mu\text{g/l}$ , 62.4  $\mu\text{g/l}$ , 55.2  $\mu\text{g/l}$ , 46.6  $\mu\text{g/l}$ , and 88.5  $\mu\text{g/l}$ , respectively. These concentrations exceed the GCTL of 28  $\mu\text{g/l}$ . In addition, the concentration detected in PMW-1 exceeds the NADC of 280  $\mu\text{g/l}$ . TRPH was detected in PMW-1 at 6,300  $\mu\text{g/l}$ . This concentration exceeds the GCTL of 5,000  $\mu\text{g/l}$ .

On July 1, 2014, PM personnel collected groundwater samples from seven (7) groundwater monitoring wells (PMW-1 through PMW-7). The collected samples were submitted for laboratory analysis by EPA Method 8260B for VOCs, EPA Method 8270C for PAHs, and by the FL-PRO Method for TRPH.

The analytical data reported Cumene in PMW-1, PMW-2, PMW-3, PMW-5, and PMW-6 at 43.6  $\mu\text{g/l}$ , 9.1  $\mu\text{g/l}$ , 2.8  $\mu\text{g/l}$ , 1.3  $\mu\text{g/l}$ , and 0.81  $\mu\text{g/l}$ , respectively. These concentrations exceed the GCTL of 0.8  $\mu\text{g/l}$ . In addition, the concentrations detected in PMW-1 and PMW-2 exceed the NADC of 8  $\mu\text{g/l}$ . 1,2,3-Trimethylbenzene was detected at 54.7  $\mu\text{g/l}$  and 12.7  $\mu\text{g/l}$  in PMW-1 and PMW-2, respectively. These concentrations exceed the GCTL of 10  $\mu\text{g/l}$ . Similarly, 1,2,4-Trimethylbenzene was detected in PMW-1 and PMW-2 at 49  $\mu\text{g/l}$  and 22.4  $\mu\text{g/l}$ , respectively. These concentrations exceed the GCTL of 10  $\mu\text{g/l}$ . Xylenes and 1,3,5-Trimethylbenzene were detected in PMW-1 at 49.7  $\mu\text{g/l}$  and 74.9  $\mu\text{g/l}$ , respectively. These concentrations exceed their

respective GCTLs of 20 µg/l and 10 µg/l. Acenaphthene was detected in PMW-2 at 34.6 µg/l. This concentration exceeds the GCTL of 20 µg/l. Naphthalene, 1-Methylnaphthalene, and 2-Methylnaphthalene were detected in PMW-1 at 1,390 µg/l, 123 µg/l, and 121 µg/l, and in PMW-2 at 346 µg/l, 132 µg/l, and 31.2 µg/l, respectively. These concentrations exceed their respective GCTLs of 14 µg/l, 28 µg/l, and 28 µg/l. The concentrations of Naphthalene in PMW-1 and PMW-2 also exceed the NADC of 280 µg/l. 1-Methylnaphthalene was also detected in PMW-3 at 32.2 µg/l. This concentration exceeds the GCTL of 28 µg/l.

**Summary:**

The Florida Department of Environmental Protection (Department) has completed our technical review of the Supplemental Site Assessment Report (SSAR) for the Former Key West Gas and Electric Company and concurs with the environmental consultant that the onsite plume of dissolved hydrocarbons is largely delineated. While additional, offsite delineation is required in the vicinity of PMW-1, the Department understands that the necessary monitoring well installation will require the procurement of an Offsite Access Agreement from the adjoining property owner. As this may take considerable time to obtain, the Department concurs with the consultant that Natural Attenuation Monitoring (NAM) of the existing wells is appropriate for this site. The July 2014 sampling event will be considered the Year-1, Quarter-1 Natural Attenuation Monitoring event. Subsequent quarterly events should include the collection of groundwater samples from PMW-1 through PMW-7. The collected samples should be submitted for laboratory analysis by EPA Method 8260B for VOCs and EPA Method 8270C for PAHs.

The dramatic reduction in the concentrations and distribution of contaminants of concern between the January 2014 and July 2014 sampling events suggests a seasonal fluctuation at this site. If, however, after one (1) year of quarterly samples the concentrations and distribution remain relatively constant, the Department will consider a semi-annual monitoring schedule and a reduction of sample points. The Year-1, Quarter-2 NAM event should be scheduled for October 2014. The environmental consultant should also attempt to obtain the Offsite Access Agreement in order to install the additional monitoring well to be situated northeast of PMW-1.

## **ATTACHMENT F**

# **SITE REHABILITATION COMPLETION ORDER WITH CONDITIONS AND DECLARATION OF RESTRICTIVE COVENANT**



# Florida Department of Environmental Protection

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

South District  
Post Office Box 2549  
Fort Myers, Florida 33902-2549  
*SouthDistrict@dep.state.fl.us*

Jonathan P. Steverson  
Secretary

April 26, 2016

## VIA ELECTRONIC MAIL

Mr. Stanley Rzad  
Keys Energy Services  
1001 James Street  
Key West, Florida 33041-6100  
**E-mailed to:** [Stanley.Rzad@keysenergy.com](mailto:Stanley.Rzad@keysenergy.com)

Subject: Monroe County – WC  
Site Rehabilitation Completion Order (SRCO) Approval  
No Further Action Risk Management Option Level III (NFA RMO III)  
Former Key West Gas and Electric Company  
101-111 Geraldine Street, Key West, Florida 33040  
Waste Cleanup Tracking Number: COM\_303264  
Discharge Date: February 20, 2012

Dear Mr. Rzad:

The Florida Department of Environmental Protection (Department) has completed our technical review of the documentation (including No Further Action with Institutional Controls Proposal for Former Key West Gas and Electric Company, generated by PM Environmental, Inc. (PM)) submitted in support of a Site Rehabilitation Completion Order with Conditions (SRCO-C) pursuant to Florida Administrative Code (F.A.C.) Rule 62-780.680(3) Risk Management Option Level III (RMO III) for the Former Key West Gas and Electric Company Facility located at 101-111 Geraldine Street, Key West, Florida 33040. All the documents submitted to date are adequate to meet the site assessment requirements of Rule 62-780.680(3) Florida Administrative Code (F.A.C.). The DRC is hereby incorporated by reference in this Site Rehabilitation Completion Order (Order) No Further Action Risk Management Options Level III (NFA RMO III). Therefore, you are released from any further obligation to conduct site rehabilitation at the site for petroleum product contamination associated with the discharge referenced above, except as set forth below.

- 1) In the event concentrations of petroleum products' contaminants of concern migrate beyond the established physical limits as documented in the Declaration of Restrictive Covenant approved in this Order, or if a subsequent discharge of petroleum or petroleum product occurs at the site, the Florida Department of Environmental Protection (Department) may require assessment and site rehabilitation pursuant to Chapter 62-780, F.A.C., to reduce concentrations of petroleum products' contaminants of concern to the levels approved in the SRCO or otherwise allowed by Chapter 62-777, F.A.C.

- 2) Additionally, you are required to properly abandon all monitoring wells within 60 days of receipt of this Order. The monitoring wells must be plugged and abandoned in accordance with the requirements of Subsection 62-532.500(4), F.A.C.

### Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, Florida Statutes (F.S.), within 21 days of receipt of this Order. The procedures for petitioning for an administrative hearing are set forth below. Persons affected by this Order have the following options:

- 1) If you choose to accept the Department's decision regarding the DRC NFA RMO III you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.
- 2) If you choose to challenge the decision, you may do the following:
  - a) File a request for an extension of time to file a petition for an administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order; such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for an administrative hearing; or
  - b) File a petition for an administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

### How to Request an Extension of Time to File a Petition for an Administrative Hearing

For good cause shown, pursuant to subsection 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for an administrative hearing. Such a request must be filed (received) by the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Keys Energy Services shall mail a copy of the request to Mr. Stanley Rzaad ([Stanley.Rzaad@keysenergy.com](mailto:Stanley.Rzaad@keysenergy.com)), Keys Energy Services, 1001 James Street, Key West, Florida 33041-6100, at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for an administrative hearing must be made.

### How to File a Petition for an Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Keys Energy Services shall mail a copy of the request to Mr. Stanley Rzaad ([Stanley.Rzaad@keysenergy.com](mailto:Stanley.Rzaad@keysenergy.com)), Keys Energy Services,



1001 James Street, Key West, Florida 33041-6100, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S. and rule 28-106.201, F.A.C., a petition for an administrative hearing shall contain the following information:

- a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the facility owner's name and address, if different from the petitioner; the FDEP facility number, and the name and address of the facility;
- b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
- c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
- e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for an administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

#### Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this Order is filed with the Department's clerk (see below).

### Questions

Any questions regarding the Department's review of your Declaration of Restrictive Covenant (DRC) No Further Action Risk Management Options Level III (NFA RMO III) should be directed to Mark A. Sautter at (239) 344-5690 or [Mark.Sautter@dep.state.fl.us](mailto:Mark.Sautter@dep.state.fl.us). **Whenever possible, please submit any written response(s) electronically to [FTM.Tanks.Cleanup@dep.state.fl.us](mailto:FTM.Tanks.Cleanup@dep.state.fl.us).**

Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for an administrative hearing or a request for an extension of time to file a petition for an administrative hearing. The FDEP Waste Cleanup Tracking Number for this site is **COM\_303264**. Please use this identification on all future correspondence with the Department.

Sincerely,



Jon M. Iglehart  
Director of District Management  
South District

JMI/MAS/se

Enclosures: (1) Site Rehabilitation Completion Order (SRCO) Approval April 19, 2016  
(2) Declaration of Restrictive Covenant

cc: Candace Chin Fatt – PM ([chinfatt@pmenv.com](mailto:chinfatt@pmenv.com))  
Lindsay C. Walton, Esq. – Goldstein Env. Law Firm ([lwalton@goldsteinenvlaw.com](mailto:lwalton@goldsteinenvlaw.com))  
Dan Blackwell – FDEP ([Dan.Blackwell@dep.state.fl.us](mailto:Dan.Blackwell@dep.state.fl.us))  
Toni Sturtevant – FDEP ([Toni.Sturtevant@dep.state.fl.us](mailto:Toni.Sturtevant@dep.state.fl.us))  
Jennifer Carpenter – FDEP ([Jennifer.Carpenter@dep.state.fl.us](mailto:Jennifer.Carpenter@dep.state.fl.us))  
Elizabeth Sweigert – FDEP ([Elizabeth.Sweigert@dep.state.fl.us](mailto:Elizabeth.Sweigert@dep.state.fl.us))  
Charles A. Masella – FDEP ([Charles.Masella@dep.state.fl.us](mailto:Charles.Masella@dep.state.fl.us))  
Ryan Snyder – FDEP ([Ryan.Snyder@dep.state.fl.us](mailto:Ryan.Snyder@dep.state.fl.us))  
Mark A. Sautter – FDEP ([Mark.Sautter@dep.state.fl.us](mailto:Mark.Sautter@dep.state.fl.us))

### **FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

April 26, 2016

Date

## SRCO Approval Attachment

SRCO NFA RMO III for Waste Cleanup Tracking Number: COM\_303264

Former Key West Gas and Electric Company  
101-111 Geraldine Street, Key West, Florida 33040  
Waste Cleanup Tracking Number: COM\_303264  
Discharge Date: February 20, 2012

I hereby certify that in my judgment, the components of this Site Rehabilitation Completion Order (SRCO) satisfy the requirements set forth in Chapter 62-780.680(3), Florida Administrative Code (F.A.C.), No Further Action Risk Management Options Level III (NFA RMO-III) and that the conclusions in this report provide reasonable assurances that the objectives in Chapter 62-780.680(3), F.A.C., have been met.


☐ I personally completed this review.

☒ This review was conducted by Mark A. Sautter working under my direct supervision.



---

Charles A. Masella  
Projects Manager-Environmental Consultant  
Florida Department of Environmental Protection

April 21, 2016 

---

Date

**This instrument prepared by:**

Lindsay C. Walton, Esq.  
The Goldstein Environmental Law Firm, P.A.  
One Southeast Third Avenue, Suite 2120  
Miami, Florida 33131  
Tel: (305) 777-1686  
Email: [lwalton@Goldsteinenvlaw.com](mailto:lwalton@Goldsteinenvlaw.com)

**DECLARATION OF RESTRICTIVE COVENANT**

This **DECLARATION OF RESTRICTIVE COVENANT** (hereinafter "Declaration") is made by **THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA**, authorized to conduct business in the State of Florida (hereinafter "Grantor") and the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** (hereinafter "FDEP"). The Grantor and the FDEP are the "Parties" under this Declaration.

**I. Recitals**

A. The Grantor is the fee simple owner of that certain real property situated in the City of Key West, Monroe County, Florida, more particularly described in the legal description attached hereto at Exhibit A and made a part of this Declaration hereof (hereinafter the "Property"). The street address of the Property is 100 Angela Street, Key West, Monroe County, FL, and the parcel numbers are 13950; 13960; 13970; 13900; 13910; 13870; 13860; and 13830.

B. The FDEP Facility Identification Number for the Property is COM\_303264.

C. The Property was formerly utilized for manufactured gas and electric power plant operations and is currently used as an electrical substation. In connection with historic site uses, there are onsite petroleum constituent impacts to groundwater. The assessment of groundwater at the Property is documented in the following reports that are incorporated into this Declaration by reference (hereinafter, the "Environmental Reports"):

1. Correspondence issued by C. A. Masella, FDEP, to S. Rzad, Keys Energy Services, regarding Former Key West Gas and Electric Company Site, Waste Cleanup Tracking Number: COM\_303264, dated July 16, 2015;
2. 4<sup>th</sup> Quarter, 1<sup>st</sup> Year Natural Attenuation Monitoring Report, prepared by PM Environmental, dated July 10, 2015;
3. 3<sup>rd</sup> Quarter, 1<sup>st</sup> Year Natural Attenuation Monitoring Report, prepared by PM Environmental, dated March 11, 2015;
4. 2<sup>nd</sup> Quarter, 1<sup>st</sup> Year Natural Attenuation Monitoring Report, prepared by PM Environmental, dated December 5, 2014;

**RECEIVED**

**MAR 02 2016**

**D.E.P. South District**

5. Supplemental Site Assessment Report, prepared by PM Environmental, dated August 25, 2014; and
6. Site Assessment Report and 1<sup>st</sup> Quarter, 1<sup>st</sup> Year Natural Attenuation Monitoring Report, prepared by PM Environmental, dated March 10, 2014.

D. The Environmental Reports set forth the nature and extent of the contamination located at the Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exist on the Property. Also, these reports document that the groundwater contamination does not extend beyond the Property boundary, that the extent of the groundwater contamination does not exceed 1/4 acre, and the groundwater contamination is not migrating.

E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue the Grantor, or its respective successors or assigns, a Site Rehabilitation Completion Order (hereinafter "SRCO") upon recordation of this Declaration, and the FDEP can unilaterally revoke the SRCO if the conditions of this Declaration or of the SRCO are not met. Additionally, if concentrations of contaminants increase above the levels approved in the SRCO, or if a subsequent discharge occurs at the Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The SRCO relating to this Declaration can be found by contacting the South District office of the FDEP.

G. The Grantor deems it desirable and in the best interest of all present and future owners of the Property that an SRCO be obtained and maintained so long as contaminants remain at the Property above applicable cleanup target levels, and that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

## **II. Agreement**

**NOW, THEREFORE**, to induce the FDEP to issue the SRCO and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned Parties, Grantor agrees as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. The Grantor hereby imposes on the Property the following restrictions:
  - a. There shall be no use of the groundwater under the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management, in addition to any authorizations required by the Division of Water Resource Management ("DWRM") and the Water Management Districts ("WMD"). Additionally, there shall be no stormwater swales, stormwater detention



or retention facilities, or ditches on the Property. For any dewatering activities, a plan approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "Grantor" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to GRANTOR.

5. It is the intention of Grantor that the restrictions contained in this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of Grantor and to the FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof as provided by applicable law. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the Grantor to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by Grantor and the FDEP as provided in Paragraph 7 of this Declaration. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration. If the Grantor does not or will not be able to comply with any or all of the provisions of this Declaration, the Grantor shall notify the FDEP in writing within three (3) calendar days. Additionally, Grantor shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of these restrictions, Grantor shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the Grantor agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration.

7. This Declaration is binding until a partial or full release of this Declaration is executed by the FDEP Secretary (or by the Secretary's designee) and by the Grantor and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove this Declaration or any requirement herein, applicable cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved at the Property. This Declaration may be modified in writing only. Any modification of or amendment to this Declaration must be executed by both the Grantor and the FDEP and be recorded by the Grantor as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. The Grantor covenants and represents that on the date of execution of this Declaration that the Grantor is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. The Grantor also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in the Declaration.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Grantor has executed this Declaration, this 24 day of February, 2016.

BY: The Utility Board of the City of Key West, Florida  
d/b/a KEYS Energy Services  
1001 James Street  
Key West, FL 33040

Peter Batty, Chairman

Signed, sealed and delivered in the presence of:

Lynne Tejeda Date: 2/24/2016  
Witness

Print Name: Lynne Tejeda  
L. A. T. P. Date: 2/24/2016  
Witness

Print Name: Stanley Beard

**NOTARY**

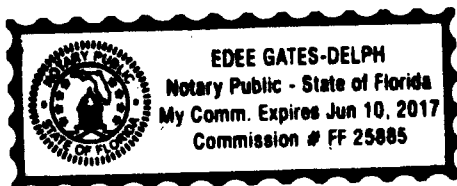
STATE OF Florida

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 24 day of Feb, 2016, by Peter Batty.

Personally Known ☒ OR Produced Identification \_\_\_\_\_.

Type of Identification Produced \_\_\_\_\_.



Edee Gates-Delph  
Signature of Notary Public  
Edee Gates-Delph  
Print Name of Notary Public

Commission No. FF 25885


Commission Expires: June 10, 2017

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By:


  
\_\_\_\_\_  
JON IGLEHART,  
Director of District Management

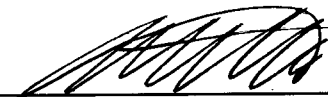
Approved as to form by:

  
\_\_\_\_\_  
Toni Sturtevant, Asst. General Counsel  
Florida Department of  
Environmental Protection  
Office of General Counsel

Dept. of Environmental Protection  
South District  
P O Box 2549  
Fort Myers, Florida 33902-2549

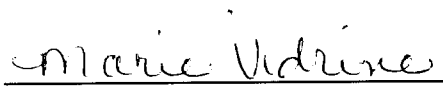
Signed, sealed, and delivered in  
in the presence of:

  
\_\_\_\_\_  
Witness Signature  
TERRANCE P. CERULLO  
\_\_\_\_\_  
Printed Name  
March 29, 2016  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness Signature  
MARK SATTler  
\_\_\_\_\_  
Printed Name  
3/29/2016  
\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March  
2016, by JON IGLEHART, who is personally known to me.

  
\_\_\_\_\_  
Notary Public, State of Florida at Large



## Exhibit A



## **Exhibit A**

### **Legal Description**

Subdivisions Eight (8), Eleven (11), Twelve (12), Fifteen (15), Sixteen (16), Nineteen (19), Twenty (20), and Twenty-one (21) in Square Three (3) of Tract Three (3), according to a Diagram of Thomas J. Ashe's Subdivision recorded in Deed Book "I", Page 77 of the Public Records of Monroe County, Florida.

**MONROE COUNTY  
OFFICIAL RECORDS**

## **APPENDIX C**

### **RESOLUTIONS - ORDERS**

# **THE CITY OF KEY WEST**

Director of Building

P.O.Box 1409, Key West, FL 33040



---

## **ORDER TO REPAIR, ALTER, OR IMPROVE BUILDINGS**

---

**COMES NOW**, Ron Wampler, as the Chief Building Official for the City of Key West, by and through his authority pursuant to the Florida Building Code, F.S. 553.80, and Ch. 14, Art. III of the Code of Ordinances for the City of Key West and files this Order to Repair, Alter, or Improve Buildings as per Sec. 14-107, Code of Ordinances for the City of Key West and in support thereof would state the following:

1. A hearing was conducted before Ron Wampler, Chief Building Official for the City of Key West on Monday, February 12<sup>th</sup>, 2018 at 3:00 p.m. pursuant to Sec. 14-106 of the Code of Ordinances for the City of Key West.
2. At said hearing the following conditions were found by the undersigned to exist at the City property known as the Diesel Generating Plant, Key West, FL 33040 consisting of five buildings:
  - Buildings 2, 3, 4, and 5 are seriously and structurally unsound as reported by Atlantic Engineering Services (AES) in their document dated August 2016.
  - Buildings 2, 3, 4 have deteriorated or open roofs causing accelerated deterioration.
  - Buildings 2, 3, 4 and 5 have deteriorating exterior brick and/or concrete exterior walls.
3. The following are the corresponding corrective measures to be taken at the listed property:
  - Demolition of Building 5 to provide a fire lane between the existing Keys Energy Electrical Substation and the Diesel Generating Plant Buildings.
  - Demolition of Buildings 3 and 4 to protect the life, safety and health of those residents along Fort and Geraldine Streets.
  - Repairs to Buildings 1 and 2 to include:
    1. Storm resistant roofing to Building 2 both covering and structural.
    2. Closing of all openings in Buildings 1 and 2 to improve storm resistance.
    3. Structural repairs to Buildings 1 and 2 exterior walls to consist of historic brick and mortar compatible with the existing.
    4. All exterior repairs are to be approved by the Historic Architectural Review Commission (HARC).

Buildings 1 and 2 have been vacant and derelict for over 30 years and have no valid Certificate of Occupancy. The above orders will result in 'shell buildings' with no occupancy or use until proper permit application has been made to involve full compliance with the current edition of the Florida Building

Code and applicable City Ordinances. The property owner shall have until 5:00 p.m. on June 1st, 2019 to complete the items herein to the satisfaction of the Chief Building Official.

If the Property has not been brought into compliance to the satisfaction of the Chief Building Official on said date and time as listed in paragraph 4, above, further action may be taken including but not limited to: injunctive relief, removal of the electrical meter or preventing ingress and egress to said building or any other remedy appropriate under law.

HAND DELIVERED TO: James Bouquet  
BY: RW

Under penalty of perjury, I declare that the above captioned notice was so delivered on this 21<sup>st</sup>  
day of February, 2018

RWampler 2/21/18  
Ron Wampler CFM, CBO Date



# Florida Department of Environmental Protection

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

South District  
Post Office Box 2549  
Fort Myers, Florida 33902-2549  
*SouthDistrict@dep.state.fl.us*

Jonathan P. Steverson  
Secretary

April 26, 2016

## VIA ELECTRONIC MAIL

Mr. Stanley Rzad  
Keys Energy Services  
1001 James Street  
Key West, Florida 33041-6100  
**E-mailed to:** [Stanley.Rzad@keysenergy.com](mailto:Stanley.Rzad@keysenergy.com)

Subject: Monroe County – WC  
Site Rehabilitation Completion Order (SRCO) Approval  
No Further Action Risk Management Option Level III (NFA RMO III)  
Former Key West Gas and Electric Company  
101-111 Geraldine Street, Key West, Florida 33040  
Waste Cleanup Tracking Number: COM\_303264  
Discharge Date: February 20, 2012

Dear Mr. Rzad:

The Florida Department of Environmental Protection (Department) has completed our technical review of the documentation (including No Further Action with Institutional Controls Proposal for Former Key West Gas and Electric Company, generated by PM Environmental, Inc. (PM)) submitted in support of a Site Rehabilitation Completion Order with Conditions (SRCO-C) pursuant to Florida Administrative Code (F.A.C.) Rule 62-780.680(3) Risk Management Option Level III (RMO III) for the Former Key West Gas and Electric Company Facility located at 101-111 Geraldine Street, Key West, Florida 33040. All the documents submitted to date are adequate to meet the site assessment requirements of Rule 62-780.680(3) Florida Administrative Code (F.A.C.). The DRC is hereby incorporated by reference in this Site Rehabilitation Completion Order (Order) No Further Action Risk Management Options Level III (NFA RMO III). Therefore, you are released from any further obligation to conduct site rehabilitation at the site for petroleum product contamination associated with the discharge referenced above, except as set forth below.

- 1) In the event concentrations of petroleum products' contaminants of concern migrate beyond the established physical limits as documented in the Declaration of Restrictive Covenant approved in this Order, or if a subsequent discharge of petroleum or petroleum product occurs at the site, the Florida Department of Environmental Protection (Department) may require assessment and site rehabilitation pursuant to Chapter 62-780, F.A.C., to reduce concentrations of petroleum products' contaminants of concern to the levels approved in the SRCO or otherwise allowed by Chapter 62-777, F.A.C.



- 2) Additionally, you are required to properly abandon all monitoring wells within 60 days of receipt of this Order. The monitoring wells must be plugged and abandoned in accordance with the requirements of Subsection 62-532.500(4), F.A.C.

### Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, Florida Statutes (F.S.), within 21 days of receipt of this Order. The procedures for petitioning for an administrative hearing are set forth below. Persons affected by this Order have the following options:

- 1) If you choose to accept the Department's decision regarding the DRC NFA RMO III you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.
- 2) If you choose to challenge the decision, you may do the following:
  - a) File a request for an extension of time to file a petition for an administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order; such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for an administrative hearing; or
  - b) File a petition for an administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

### How to Request an Extension of Time to File a Petition for an Administrative Hearing

For good cause shown, pursuant to subsection 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for an administrative hearing. Such a request must be filed (received) by the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Keys Energy Services shall mail a copy of the request to Mr. Stanley Rzaad ([Stanley.Rzaad@keysenergy.com](mailto:Stanley.Rzaad@keysenergy.com)), Keys Energy Services, 1001 James Street, Key West, Florida 33041-6100, at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for an administrative hearing must be made.

### How to File a Petition for an Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Keys Energy Services shall mail a copy of the request to Mr. Stanley Rzaad ([Stanley.Rzaad@keysenergy.com](mailto:Stanley.Rzaad@keysenergy.com)), Keys Energy Services,

1001 James Street, Key West, Florida 33041-6100, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S. and rule 28-106.201, F.A.C., a petition for an administrative hearing shall contain the following information:

- a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the facility owner's name and address, if different from the petitioner; the FDEP facility number, and the name and address of the facility;
- b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
- c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
- e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for an administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

#### Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this Order is filed with the Department's clerk (see below).

### Questions

Any questions regarding the Department's review of your Declaration of Restrictive Covenant (DRC) No Further Action Risk Management Options Level III (NFA RMO III) should be directed to Mark A. Sautter at (239) 344-5690 or [Mark.Sautter@dep.state.fl.us](mailto:Mark.Sautter@dep.state.fl.us). **Whenever possible, please submit any written response(s) electronically to [FTM.Tanks.Cleanup@dep.state.fl.us](mailto:FTM.Tanks.Cleanup@dep.state.fl.us).**

Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for an administrative hearing or a request for an extension of time to file a petition for an administrative hearing. The FDEP Waste Cleanup Tracking Number for this site is **COM\_303264**. Please use this identification on all future correspondence with the Department.

Sincerely,



Jon M. Iglehart  
Director of District Management  
South District

JMI/MAS/se

Enclosures: (1) Site Rehabilitation Completion Order (SRCO) Approval April 19, 2016  
(2) Declaration of Restrictive Covenant

cc: Candace Chin Fatt – PM ([chinfatt@pmenv.com](mailto:chinfatt@pmenv.com))  
Lindsay C. Walton, Esq. – Goldstein Env. Law Firm ([lwalton@goldsteinenvlaw.com](mailto:lwalton@goldsteinenvlaw.com))  
Dan Blackwell – FDEP ([Dan.Blackwell@dep.state.fl.us](mailto:Dan.Blackwell@dep.state.fl.us))  
Toni Sturtevant – FDEP ([Toni.Sturtevant@dep.state.fl.us](mailto:Toni.Sturtevant@dep.state.fl.us))  
Jennifer Carpenter – FDEP ([Jennifer.Carpenter@dep.state.fl.us](mailto:Jennifer.Carpenter@dep.state.fl.us))  
Elizabeth Sweigert – FDEP ([Elizabeth.Sweigert@dep.state.fl.us](mailto:Elizabeth.Sweigert@dep.state.fl.us))  
Charles A. Masella – FDEP ([Charles.Masella@dep.state.fl.us](mailto:Charles.Masella@dep.state.fl.us))  
Ryan Snyder – FDEP ([Ryan.Snyder@dep.state.fl.us](mailto:Ryan.Snyder@dep.state.fl.us))  
Mark A. Sautter – FDEP ([Mark.Sautter@dep.state.fl.us](mailto:Mark.Sautter@dep.state.fl.us))

### **FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

April 26, 2016

Date

## SRCO Approval Attachment

SRCO NFA RMO III for Waste Cleanup Tracking Number: COM\_303264

Former Key West Gas and Electric Company  
101-111 Geraldine Street, Key West, Florida 33040  
Waste Cleanup Tracking Number: COM\_303264  
Discharge Date: February 20, 2012

I hereby certify that in my judgment, the components of this Site Rehabilitation Completion Order (SRCO) satisfy the requirements set forth in Chapter 62-780.680(3), Florida Administrative Code (F.A.C.), No Further Action Risk Management Options Level III (NFA RMO-III) and that the conclusions in this report provide reasonable assurances that the objectives in Chapter 62-780.680(3), F.A.C., have been met.


☐ I personally completed this review.

☒ This review was conducted by Mark A. Sautter working under my direct supervision.



---

Charles A. Masella  
Projects Manager-Environmental Consultant  
Florida Department of Environmental Protection

April 21, 2016 

---

Date

**This instrument prepared by:**

Lindsay C. Walton, Esq.  
The Goldstein Environmental Law Firm, P.A.  
One Southeast Third Avenue, Suite 2120  
Miami, Florida 33131  
Tel: (305) 777-1686  
Email: [lwalt@Goldsteinenvlaw.com](mailto:lwalt@Goldsteinenvlaw.com)

**DECLARATION OF RESTRICTIVE COVENANT**

This **DECLARATION OF RESTRICTIVE COVENANT** (hereinafter "Declaration") is made by **THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA**, authorized to conduct business in the State of Florida (hereinafter "Grantor") and the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** (hereinafter "FDEP"). The Grantor and the FDEP are the "Parties" under this Declaration.

**I. Recitals**

A. The Grantor is the fee simple owner of that certain real property situated in the City of Key West, Monroe County, Florida, more particularly described in the legal description attached hereto at Exhibit A and made a part of this Declaration hereof (hereinafter the "Property"). The street address of the Property is 100 Angela Street, Key West, Monroe County, FL, and the parcel numbers are 13950; 13960; 13970; 13900; 13910; 13870; 13860; and 13830.

B. The FDEP Facility Identification Number for the Property is COM\_303264.

C. The Property was formerly utilized for manufactured gas and electric power plant operations and is currently used as an electrical substation. In connection with historic site uses, there are onsite petroleum constituent impacts to groundwater. The assessment of groundwater at the Property is documented in the following reports that are incorporated into this Declaration by reference (hereinafter, the "Environmental Reports"):

1. Correspondence issued by C. A. Masella, FDEP, to S. Rzad, Keys Energy Services, regarding Former Key West Gas and Electric Company Site, Waste Cleanup Tracking Number: COM\_303264, dated July 16, 2015;
2. 4<sup>th</sup> Quarter, 1<sup>st</sup> Year Natural Attenuation Monitoring Report, prepared by PM Environmental, dated July 10, 2015;
3. 3<sup>rd</sup> Quarter, 1<sup>st</sup> Year Natural Attenuation Monitoring Report, prepared by PM Environmental, dated March 11, 2015;
4. 2<sup>nd</sup> Quarter, 1<sup>st</sup> Year Natural Attenuation Monitoring Report, prepared by PM Environmental, dated December 5, 2014;

**RECEIVED**

**MAR 02 2016**

**D.E.P. South District**



5. Supplemental Site Assessment Report, prepared by PM Environmental, dated August 25, 2014; and
6. Site Assessment Report and 1<sup>st</sup> Quarter, 1<sup>st</sup> Year Natural Attenuation Monitoring Report, prepared by PM Environmental, dated March 10, 2014.

D. The Environmental Reports set forth the nature and extent of the contamination located at the Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exist on the Property. Also, these reports document that the groundwater contamination does not extend beyond the Property boundary, that the extent of the groundwater contamination does not exceed 1/4 acre, and the groundwater contamination is not migrating.

E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue the Grantor, or its respective successors or assigns, a Site Rehabilitation Completion Order (hereinafter "SRCO") upon recordation of this Declaration, and the FDEP can unilaterally revoke the SRCO if the conditions of this Declaration or of the SRCO are not met. Additionally, if concentrations of contaminants increase above the levels approved in the SRCO, or if a subsequent discharge occurs at the Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The SRCO relating to this Declaration can be found by contacting the South District office of the FDEP.

G. The Grantor deems it desirable and in the best interest of all present and future owners of the Property that an SRCO be obtained and maintained so long as contaminants remain at the Property above applicable cleanup target levels, and that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

## **II. Agreement**

**NOW, THEREFORE**, to induce the FDEP to issue the SRCO and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned Parties, Grantor agrees as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. The Grantor hereby imposes on the Property the following restrictions:
  - a. There shall be no use of the groundwater under the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management, in addition to any authorizations required by the Division of Water Resource Management ("DWRM") and the Water Management Districts ("WMD"). Additionally, there shall be no stormwater swales, stormwater detention

or retention facilities, or ditches on the Property. For any dewatering activities, a plan approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "Grantor" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to GRANTOR.

5. It is the intention of Grantor that the restrictions contained in this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of Grantor and to the FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof as provided by applicable law. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the Grantor to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by Grantor and the FDEP as provided in Paragraph 7 of this Declaration. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration. If the Grantor does not or will not be able to comply with any or all of the provisions of this Declaration, the Grantor shall notify the FDEP in writing within three (3) calendar days. Additionally, Grantor shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of these restrictions, Grantor shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the Grantor agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration.

7. This Declaration is binding until a partial or full release of this Declaration is executed by the FDEP Secretary (or by the Secretary's designee) and by the Grantor and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove this Declaration or any requirement herein, applicable cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved at the Property. This Declaration may be modified in writing only. Any modification of or amendment to this Declaration must be executed by both the Grantor and the FDEP and be recorded by the Grantor as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. The Grantor covenants and represents that on the date of execution of this Declaration that the Grantor is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. The Grantor also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in the Declaration.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Grantor has executed this Declaration, this 24 day of February, 2016.

BY: The Utility Board of the City of Key West, Florida  
d/b/a KEYS Energy Services  
1001 James Street  
Key West, FL 33040

Peter Batty, Chairman

Signed, sealed and delivered in the presence of:

Lynne Tejeda Date: 2/24/2016  
Witness

Print Name: Lynne Tejeda  
L. A. T. P. Date: 2/24/2016  
Witness

Print Name: Stanley Beard

**NOTARY**

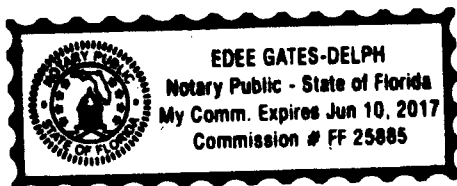
STATE OF Florida

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 24 day of Feb, 2016, by Peter Batty.

Personally Known ☒ OR Produced Identification \_\_\_\_\_.

Type of Identification Produced \_\_\_\_\_.



Edee Gates-Delph  
Signature of Notary Public  
Edee Gates-Delph  
Print Name of Notary Public

Commission No. FF 25885


Commission Expires: June 10, 2017

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By:


  
\_\_\_\_\_  
JON IGLEHART,  
Director of District Management

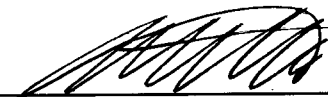
Approved as to form by:

  
\_\_\_\_\_  
Toni Sturtevant, Asst. General Counsel  
Florida Department of  
Environmental Protection  
Office of General Counsel

Dept. of Environmental Protection  
South District  
P O Box 2549  
Fort Myers, Florida 33902-2549

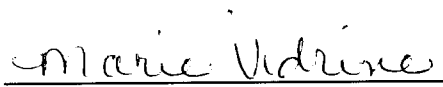
Signed, sealed, and delivered in  
in the presence of:

  
\_\_\_\_\_  
Witness Signature  
TERRANCE P. CERULLO  
\_\_\_\_\_  
Printed Name  
March 29, 2016  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness Signature  
MARK SATTler  
\_\_\_\_\_  
Printed Name  
3/29/2016  
\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March  
2016, by JON IGLEHART, who is personally known to me.

  
\_\_\_\_\_  
Notary Public, State of Florida at Large





## Exhibit A

## **Exhibit A**

### **Legal Description**

Subdivisions Eight (8), Eleven (11), Twelve (12), Fifteen (15), Sixteen (16), Nineteen (19), Twenty (20), and Twenty-one (21) in Square Three (3) of Tract Three (3), according to a Diagram of Thomas J. Ashe's Subdivision recorded in Deed Book "I", Page 77 of the Public Records of Monroe County, Florida.

MONROE COUNTY  
OFFICIAL RECORDS