THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

April 23, 2019

Monroe County Tourist Development Council
District I Advisory Committee
1201 White Street, Suite 102
Key West, FL 33040

RE: 2020 Capital Project (Bricks and Mortar) Funding
Key West Beach Maintenance Services Project
Request for 5-year contract with option to extend

Dear District I Advisory Committee:

Please accept this letter as the City of Key West's request for a 5-year contract with option to extend for an additional 5 years if it is determined that the City will receive funding for the enclosed 2020 capital funding application for Key West Beach Maintenance Services at Smathers, Rest and South Beaches. A similar contract (Contract ID# 1531), which began in October 2015 and will end in September 2020 with option to extend for a five year period to September 2025, was previously executed by both parties for beach cleaning funding. Should the FY 2020 Capital Funding application be approved, the City will request Contract ID# 1531 be rescinded as of one day prior to the effective date of the new contract.

We would like to prioritize the two capital funding applications being submitted in the FY 2020 cycle. It is the City's top priority to request funding for the Key West Beach Maintenance Services Project. The KEYS Diesel Plant Stabilization is Request #2.

We appreciate the opportunity to partner with the Tourist Development Council to help ensure our top priority project, beach maintenance for Smathers, Rest and South Beaches, is of the utmost importance to ensure the beaches are well-maintained for the estimated 2 million visitors that come to Key West to enjoy a day at the beach during their stay. The funding provided by the TDC is critical to the City's efforts to maintain these beaches.

Thank you very much for your consideration.

Respectfully,

Teri Johnston
Mayor

Enc

APPLICATION FOR CAPITAL PROJECT FUNDING

This application is to request funding from the following District(s):

☒ **District I:** Key West - (shall encompass the city limits of Key West)

☐ **District II:** Lower Keys - (city limits of Key West to west end of Seven Mile Bridge)

☐ **District III:** Marathon - (west end of Seven Mile Bridge to Long Key Bridge)

☐ **District IV:** Islamorada - (between Long Key Bridge and Mile Marker 90.939)

☐ **District V:** Key Largo - (from Mile Marker 90.940 to the Dade/Monroe County line and any portions of mainland Monroe County)

APPLICANT ORGANIZATION: City of Key West
(Registered business name exactly as it appears on www.sunbiz.org). Attach as **Exhibit A**

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER OF APPLICANT'S ORGANIZATION:

59-6000346

NEW FOR THIS YEAR

The Monroe County Clerk of the Court now accepts electronic signatures on agreements. If funding is awarded, the final agreement will need to be sent **directly** to the President of the applicant organization (as listed above) for electronic signature. The email **cannot** be forwarded to another email address. If a person other than the President will be signing the agreement, documentation in the form of approved minutes, resolution or by-laws of the organization identifying said individual as an authorized person to sign on behalf of the organization must be provided. **It is the responsibility of the applicant to notify the TDC Administrative office of any changes to the contact information provided below**. (If the applicant is a governmental entity that is unable to provide an electronic signature, alternate arrangements will be made for obtaining signature by the TDC Administrative office)

PRESIDENT NAME: James K. Scholl

PRESIDENT EMAIL ADDRESS: jscholl@cityofkeywest-fl.gov

DESIGNATED PROJECT CONTACT PERSON:
Please provide a contact for general correspondence for this project. The person listed below should be able to accept responsibility for receipt of information, other than the final agreement

Name & Title: Marcus Davila

Telephone/mobile no.: (305) 809-3751

E-mail: madavila@cityofkeywest-fl.gov

Address: 1300 White Street
Key West, FL 33040

PROJECT TITLE: Key West Beach Maintenance Services

WEBSITE FOR FACILITY: www.cityofkeywest-fl.gov

LOCATION OR ADDRESS OF PROJECT: *Provide physical (postal service) address, RE#* ***and*** *legal description (lot, block, subdivision) and attach map.*

1) Smathers Beach: RE# 00064660-000000 & 00064660-000100 & 00064660-000200 2) Rest Beach: RE# 00064630-000000 3) South Beach: RE# 00072082-001501

TYPE OF APPLICANT: ☐ Non-Profit ☒ Governmental Entity

WHICH OF THE FOLLOWING APPLIES TO YOUR FACILITY?

☒ Publicly owned and operated ☐ Owned and operated by a non-profit organization

☐ Publicly owned and operated by a non-profit organization

WHICH OF THE FOLLOWING BEST DESCRIBES YOUR FACILITY?

☐ Convention Center ☐ Sports Stadium ☐ Sports Arena ☐ Coliseum

☐ Auditorium ☐ Aquarium ☐ Museum ☐ Zoological Park

☐ Nature Center ☐ Fishing Pier ☒ *****Beach or Beach Park Facility, channel, estuary or lagoon

☐ Public facilities in accordance with conditions set forth in F.S. 125.0104(5)(a)(6)

WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?

☐ Acquire ☐ Construct ☐ Extend ☐ Enlarge ☐ Remodel

☒ Repair ☐ Improve

***IF YOU CHECKED THE BOX FOR BEACH OR BEACH PARK FACILITY, WHICH OF THE FOLLOWING APPLIES?**

☐ Improvement ☐ Renourishment ☐ Restoration ☐ Erosion control

☒ Maintenance ☐ Construct ☐ Repair

If the TDC/County requires a Conservation Easement Deed or mortgage note requiring repayment of TDC monies in the event of transfer of ownership or change in use of the premises, would you be agreeable to executing same?

☒ Yes ☐ No

Code Enforcement: Does your organization/property have any outstanding code violations and/or fines/costs or liens? (Please note that pursuant to Section 2-25(e), Monroe County Code, organizations with outstanding code compliance fines are not eligible to receive grants or contracts from the county until such time as the fines are resolved through payment or settlement.) ☐ Yes ☒ No If you have answered yes, please explain below:

Please only complete the section of page 12 or 13 which corresponds to your type of application

Non-Profit Organizations

Payment may be up to 75% reimbursement of the total cost of each segment of the project, subject to the maximum reimbursement amount of expenditures for each segment (if the project work is segmented) as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment of work in advance of seeking the up to 75% reimbursement. For purposes of this application no more than fifty percent (50%) of out of pocket cost for non-profits shall be of in-kind services and materials, and no in-kind services shall be reimbursed. If the TDC Funds Requested are allocated at less than 75% of the total project cost, only then may the organization request to allow additional in-kind services after submission of the application, which must be entered into your final agreement. The project may be broken down into 2 or 3 segments. When one segment is completed, reimbursement of the TDC portion of that completed segment cost can be applied for through the TDC. For acquisition of property see important information on page 6.

Total Project Cost:	TDC Funds Requested: (Up to 75% of Total Project Cost)	Organization Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	Confirmed In-Kind Services (Up to 50% of Out of Pocket Costs)	Confirmed/Available Hard Dollar Funds: (Total Project Cost Less In-Kind Services)	Organizations Financial Investment: (Out of Pocket Cost Less In-Kind Services)
$	$	$	$	$	$

In the space below list all in-kind services and goods and their values. These values are subject to negotiation with TDC/County. Please refer to page 4 of this application.

Governmental Entities

Payment may be up to 100% reimbursement of the total cost of each segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment in advance of seeking up to 100% reimbursement. The project may be broken down into 2 or 3 segments. For acquisition of property see important information on page 6.

Total Project Cost:	TDC Funds Requested: (Up to 100% of Total Project Cost)	Governmental Agency Out of Pocket Cost (Total Project Cost less TDC Funds Requested)	I have highlighted the line item in budget for this specific project. Enclose portion of line item budget as proof of funding for **Exhibit B** ☒
$930,000	$930,000	$0	

Public Facilities

Segment #1 – Study

Payment will be 100% reimbursement of the total cost of the study segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of this segment in advance of seeking reimbursement. The project may be broken down into additional segments. For acquisition of property see important information on page 6.

Total Study Cost:	TDC Funds Requested: (Up to 100% of Total Study Cost)	Governmental Agency Out of Pocket Cost (Total Project Cost less TDC Funds Requested)	I have highlighted the line item in budget for this specific project. Enclose portion of line item budget as proof of funding for **Exhibit B** ☐
$ _____	$ _____	$ _____	

Estimated completion date for study:

_____

Segment #2 - Project

Payment will be up to 70% reimbursement of the physical project segment, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment in advance of seeking reimbursement. The project may be broken down into additional segments. For acquisition of property see important information on page 6.

Total Project Cost(not including study):	TDC Funds Requested: (Up to 70% of Total Project Cost)	Governmental Agency Out of Pocket Cost (Total Project Cost less TDC Funds Requested)	I have highlighted the line item in budget for this specific project. Enclose portion of line item budget as proof of funding for **Exhibit B** ☐
$ _____	$ _____	$ _____	

TDC requires confirmation in writing that project funds are in place at the time of this application for grant funds (see Performance Guarantee on page 4) **Enclose proof of funding as Exhibit B**.

In the space below list the specific items/services, and the estimated dollar amount for each of those items/services that your requested TDC funds will be spent on (please do not include contingency fees or warranty fees as part of your budget):

TOTAL BEACH MAINTENANCE AMT $930,000
ANNUAL AVERAGE (5-YEAR TIME PERIOD)

SMATHERS BEACH		
Daily cleaning	$570,000	
City staff beach maintenance	$100,000	
	Subtotal	$670,000
REST BEACH		
Cleaning - 52 times per year	$228,000	
City staff beach maintenance	$ 10,000	
	Subtotal	$238,000
SOUTH BEACH		
Seaweed disposal only	$22,000	
	Subtotal	$ 22,000
GRAND TOTAL, Annual Average		$ 930,000

1. Use:
   a) Original use of structure and date of construction:

All beach locations were created for tourism and recreational purposes.

   b) Present use:

Sunning and bathing beach

   c) Proposed use:

Sunning and bathing beach

   d) Insert or attach photograph of existing site (**Enclose as Exhibit C**):

   e) Historic designation: Indicate whether the property has been listed in the National Register, is located in a National Register district, is a locally designated historic landmark or is located in a locally designated historic district. If located within a historic district, provide the official name of the district. This information is available from the planning agency having jurisdiction over the property.

N/A

All Capital projects funded by the TDC shall be owned and operated by a governmental entity or non-profit organization. Applicant shall provide proof of property ownership, long-term lease or service contracts for consideration of funding, and should show sufficient expertise or financial capability to operate such facilities (**Enclose as Exhibit D**).

2. Ownership or other interest in property by applicant:

a) Official records reference for ownership documentation
b) If not owned by applicant, provide long-term lease of property, or service contract and provide notarized consent letter from owner for use of property as outlined in this application

3. If proposed project calls for transfer of title of real property to County, at least two (2) current real estate appraisals and one (1) environmental assessment shall be provided (**Enclose as Exhibit E**). The TDC/County shall ascertain, prior to acceptance of any donation or prior to purchase, that the property will pose no environmental hazard or liability for same, to County. The TDC/County must also ascertain permissible governmental interest in the transfer of title. Indicate any such proposed title transfers here.

N/A

4. This paragraph applies only to an acquisition funding request, but you will still need to complete items 5 through 13, whether this is new construction or renovations, additions or exhibits. Indicate the area of the property to be acquired in acres:

N/A

In evaluating applications for acquisition funding, an important consideration is the appropriateness of the size of the site to be acquired. Determinations of the appropriateness of site size will be made on a case-by-case basis and will depend on the characteristics for which the property is considered to be significant. Sufficient property should be acquired to assure that the historic relationship of a structure or archaeological site to its surrounding environment is preserved. However, it is important that no more property than is necessary to achieve established preservation objectives be included in the acquisition project application. As this factor is crucial to favorable consideration of your grant application and will have substantial impact on the cost of the required application documentation, we encourage prospective applicants to consult with the staff of the TDC Administrative Office prior to initiating the required documentation.

5. Protection of property: Indicate any type of state or federal protection currently afforded the property. It may be that more than one type may be applicable. Provide citations for applicable local protective ordinances. Include copies of property-specific restrictive legal instruments in an attachment. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit F**).

Local Ordinance, Municipal Code Section 26-65, prevents vehicle access on the beaches. State of Florida Department of Environmental Protection Rules prohibit non-public use.

6. Is the property threatened by imminent destruction, deterioration or other loss which may include demolition, vacancy, severe deterioration, loss of structural integrity, encroaching development, adverse environmental conditions, vandalism, etc.? Be specific regarding the nature of immediacy of the threat. If so, describe in detail:

No

7. a) Are there any building restrictions on the site? If so, describe. Attach copies of all recorded easement and restrictive covenants. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit G**).

There are no known recorded easement and restrictive covenants. However, project areas included are in the Coastal Construction Zone permit area.

FDEP - Coastal Construction Control Line Program (CCCL) initiated by the Florida Legislature to protect the coastal system.

b) Is the proposed project compatible with the County's and/or the Municipality's Concurrency Requirements under the existing and proposed Land Use Comprehensive Plan?

☒ Yes ☐ No

Describe below how you have ascertained such compatibility. (Note: If your description does not provide information about existing permits and/or review by the County Planning Department, your application shall be rejected. Please list all permits required to complete this project)

These beach sites are Major Public Parks within the City of Key West and have been designated as such for many years and are considered in all City and County Concurrency requirements and Local Land Use Comprehensive Plans.

c) Does the site contain endangered or threatened species of flora or fauna?

☒ Yes ☐ No If yes, attach explanation as **Exhibit H**

d) Indicate whether or not the project will be accessible to the handicapped per Chapter 553, Part V, Florida Statutes and the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.

☒ Yes ☐ No If no, attach explanation as **Exhibit I**

e) Explain how your facility will utilize recycling within the work of your proposed project:

The City has an extensive public recycling program. Please refer to City Code, Section 58. The recycling program is managed under contract by a private vendor, Waste Management, Inc.

f) Public accessibility and use: Indicate the extent to which the property is currently or will be scheduled to be open to the public each year (hours per day, days per week and weeks per year) upon project completion. Estimate the number of persons who will use or visit the completed facility annually. For archaeological projects, if the site will not be accessible to the public, estimate the number of persons annually who will be exposed to the interpretive materials and reports resulting from the project. How was this estimate derived?

City beaches are open to the public 7am to 11pm daily. Based on observations, review of tourism statistics, and studies including "Linking the Economy and the Environment of Florida Keys/Key West June 2010" we estimate that 495,000 visitors a year utilize the beach. This represents 25% of the over 2 million annual visitors to the City of Key West each year.

8. Describe present physical condition of site: (attach legal description per property tax records). Indicate the present condition of the property by checking the appropriate term below:

☐ Excellent: The property is habitable and occupied; no repairs are needed. All physical evidence indicates that the property is under continuous maintenance. Application is for expansion and enhancement.

☒ Good: The property is habitable and occupied; only replacement or cosmetic repairs are needed (e.g., peeling paint, missing ornamental features, windows, doors, some deteriorated mortar, etc.) Property is maintained but in need of minor repair.

☐ Fair: The property is habitable but may be vacant. Both the structural integrity (foundation, framing, etc.) and weather tight integrity of the property (siding, walls, roofing, etc.) are in jeopardy because of prolonged neglect.

☐ Poor: The property is uninhabitable and vacant. Major structural repairs are needed. Weather tight integrity has been lost. The property is derelict, abandoned and not habitable without major rehabilitation work.

List any specific factors or problems which contribute to the present condition of the property.

There is constant erosion which leads to the need for renourishment. Although renourishment should be performed every 2-3 years, the mitigation aspect of the renourishment can make placing new sand cost prohibitive during these short 2-3 year intervals.

9. Status of Project Planning: (Any work initiated prior to the approval of an agreement by the Monroe County Board of County Commissioners will be at applicants own cost):

- ☐ Not yet initiated
- ☒ Initiated
- ☐ Schematics complete
- ☐ Design development completed
- ☐ Construction documents completed
- ☐ Permits have been obtained (if required)

10. Name and Address of Project Consultant (architect, engineer, contractor, etc.).

Contractor: Beach Raker of Pompano Beach, FL (contract began February 2019)

Enclose preliminary plans or architectural documents completed to date - 1 set (**Enclose as Exhibit J**).

11. Has an agreement for architectural services or construction services been executed?

- ☐ Yes (costs will not be reimbursed by TDC)
- ☐ No
- ☒ Project does not require architectural services

12. It is the County's policy **not to fund operations and maintenance costs** of facilities. Describe the means by which the structure(s) affected by this project will be maintained subsequent to restoration/rehabilitation. Include sources and estimated amounts of funding for such maintenance.

The normal maintenance and ongoing upkeep of City beaches will be provided by the City of Key West Community Services Department as part of the City's regular maintenance program, funded by the City's General Fund Budget.

13. Estimated Project completion date 12 months beginning Oct 2019

14. How will the project enhance tourism in Monroe County?

This project is part of the City's overall plan to have and maintain coastal and recreation facilities that are clean, attractive, and allow maximum usage by as many of the over 2 million visitors to the City each year. Studies indicate that nearly 25% of the 2 million plus visitors each year to Key West utilize these beaches. The beaches are adjacent to the Trail Head of the Federal Rails to Trails and the State Overseas Heritage Trail which has State and National advertising and marketing programs.

15. Applicant must demonstrate the ability to complete the project as proposed and to maintain and operate the project as a viable and long-term tourist attraction that is open to the public.

Included in this demonstration should be a proposed operational budget and marketing program to promote this facility as a tourist attraction. (**Attach as Exhibit K**)

EXHIBIT A

2019 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N13000007165

FILED
Apr 05, 2019
Secretary of State
1224635167CC

Entity Name: THE CITY OF KEY WEST, INC.

Current Principal Place of Business:

1300 WHITE STREET
KEY WEST, FL 33040

Current Mailing Address:

1300 WHITE STREET
KEY WEST, FL 33040 US

FEI Number: 38-3916807

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SMITH, SHAWN D ESQ
1300 WHITE STREET
KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	B
Name	JOHNSTON, TERI	Name	LOPEZ, CLAYTON
Address	1300 WHITE STREET	Address	1300 WHITE STREET
City-State-Zip:	KEY WEST FL 33040	City-State-Zip:	KEY WEST FL 33040
Title	B	Title	B
Name	KAUFMAN, SAMUEL	Name	DAVILA, GREGORY
Address	1300 WHITE STREET	Address	1300 WHITE STREET
City-State-Zip:	KEY WEST FL 33040	City-State-Zip:	KEY WEST FL 33040
Title	B	Title	B
Name	WARDLOW, WILLIAM	Name	WEEKLY, JAMES
Address	1300 WHITE STREET	Address	1300 WHITE STREET
City-State-Zip:	KEY WEST FL 33040	City-State-Zip:	KEY WEST FL 33040
Title	B		
Name	HOOVER, MARY LOU		
Address	1300 WHITE STREET		
City-State-Zip:	KEY WEST FL 33040		

I *hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: TERI JOHNSTON — PRESIDENT — 04/05/2019

Electronic Signature of Signing Officer/Director Detail — Date

City of Key West
Annual Budget
Fiscal Year 2018/2019

Fund: 001 General Fund

Department: 7201 Parks and Recreation

Key	Object	Account Description	Category	FY 2015/2016 Actuals	FY 2016/2017 Actuals	FY 2017/2018 Adopted	FY 2017/2018 6 Mth Amnd	FY 2017/2018 6 Mth Actuals	FY 2018/2019 Dept Req	FY 2018/2019 CM Review	FY 2018/2019 CC Adopted
0017201	5721200	Regular Salaries & Wages		$993,534	$997,749	$1,123,173	$1,123,173	$456,946	$1,144,438	$1,138,917	$1,138,917
0017201	5721400	Overtime		$84,347	$131,558	$60,000	$60,000	$50,603	$70,000	$70,000	$70,000
0017201	5721500	Special Pay		$1,668	$1,440	$1,560	$1,560	$690	$1,560	$1,560	$1,560
0017201	5722100	FICA Taxes		$78,803	$83,489	$90,632	$90,632	$37,420	$93,024	$92,601	$92,601
0017201	5722200	Retirement Contributions		$50,864	$51,114	$54,461	$54,461	$27,361	$55,921	$74,120	$74,120
0017201	5722300	Life & Health Insurance		$290,559	$302,457	$341,335	$341,335	$135,384	$364,416	$364,416	$364,416
			Personnel Services	**$1,499,775**	**$1,567,807**	**$1,671,161**	**$1,671,161**	**$708,403**	**$1,729,359**	**$1,741,614**	**$1,741,614**
0017201	5723100	Professional Services		$0	$0	$0	$0	$0	$0	$0	$0
0017201	5723400	Other Contractual Service		$113,123	$834,510	$996,558	$996,558	$346,378	$1,037,515	$1,037,515	$1,037,515
			ADDITIONAL BEACH CLEANING								$38,000
			ALARM MONITORING AT GYM								$1,000
			ANNUAL BEACH CLEANING CONTRACT								$860,115
			GIRLS SOFTBALL								$10,800
			HOCKEY LEAGUE								$7,000
			JR FOOTBALL LEAGUE								$18,000
			KEY WEST WILD BIRD CENTER								$50,000
			LACROSSE								$7,000
			LIL CONCH BASEBALL								$19,400
			SOCCER LEAGUE								$10,000
			SOD CONSULTATION								$10,000
			UNIFORM RENTAL								$6,200
0017201	5724000	Travel & Per Diem		$0	$0	$0	$0	$4	$0	$0	$0
0017201	5724100	Communications/Postage		$23	$0	$1,900	$1,900	$984	$1,900	$1,900	$1,900
			INTERNET FOR THE MLK POOL								$1,700
			SHIP SCOREBOARD COMPONENTS TO VENDOR FOR REPAIR								$200
0017201	5724300	Utility Services		$0	$0	$0	$0	$0	$0	$0	$0
0017201	5724301	Cable and Satellite TV		$0	$0	$0	$0	$0	$0	$0	$0
0017201	5724302	Electricity		$140,515	$159,670	$165,370	$165,370	$58,589	$165,370	$165,370	$165,370
			PARKS AND RECREATION FACILITIES, MALLORY SQUARE , POINCIANA SOCCER FIELD & TRUMAN PROPERTY								$165,370
0017201	5724303	Wastewater		$71,953	$80,690	$66,500	$66,500	$28,989	$66,500	$66,500	$66,500
			FACILITIES WASTEWATER								$66,500
0017201	5724304	Water		$154,978	$219,534	$156,975	$156,975	$83,548	$181,975	$181,975	$181,975

EXHIBIT B

City of Key West **Exhibit B**

FY2020 Capital Funding Application

Budget Worksheet for Beach Maintenance Services - by fiscal year (Oct - Sep)

Smathers & Rest by Beach Raker contract years (Feb 1, 2019 - Jan 31, 2024); includes 2-year extension

South & Simonton - seaweed disposal only

	Cost Estimate for Beach Maintenance					
Item	Year 1 FY2020	Year 2 FY2021	Year 3 FY2022	Year 4 FY2023	Year 5 FY2024	**Total**
Smathers Beach						
Cleaning (daily)	$ 516,667.00	$ 541,667.00	$ 568,333.00	$ 596,750.00	$ 626,588.00	**$ 2,850,005.00**
City Staff beach maintenance	$ 91,920.00	$ 96,516.00	$ 101,342.00	$ 106,409.00	$ 111,729.00	**$ 507,916.00**
Total Smathers	**$ 608,587.00**	**$ 638,183.00**	**$ 669,675.00**	**$ 703,159.00**	**$ 738,317.00**	**$ 3,357,921.00**
Rest Beach						
Cleaning (52 times per year)	$ 206,667.00	$ 216,667.00	$ 227,333.00	$ 238,700.00	$ 250,635.00	**$ 1,140,002.00**
City Staff beach maintenance	$ 8,400.00	$ 8,820.00	$ 9,261.00	$ 9,724.00	$ 10,210.00	**$ 46,415.00**
Total Rest	**$ 215,067.00**	**$ 225,487.00**	**$ 236,594.00**	**$ 248,424.00**	**$ 260,845.00**	**$ 1,186,417.00**
South Beach						
Seaweed disposal only	$ 20,613.00	$ 25,056.00	$ 26,308.00	$ 27,624.00	$ 29,005.00	**$ 128,606.00**
Total South	**$ 20,613.00**	**$ 25,056.00**	**$ 26,308.00**	**$ 27,624.00**	**$ 29,005.00**	**$ 128,606.00**
Grand Total	**$ 844,267.00**	**$ 888,726.00**	**$ 932,577.00**	**$ 979,207.00**	**$ 1,028,167.00**	**$ 4,672,944.00**

beach cleaning costs	$	4,672,944.00
average amt per year	$	934,588.80
rounded amt per year	$	930,000.00

RESOLUTION NO. 19-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF BEACH RAKER, LLC FOR SMATHERS AND REST BEACH CLEANING SERVICES IN RESPONSE TO ITB NUMBER 19-003; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN CONFORMANCE WITH THE BID DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, two bids were received in response to ITB 19-003, for Smathers and Rest Beach cleaning services and the bid of Beach Raker, LLC was the lowest responsible and responsive bid; and

WHEREAS, City staff recommends award of a first-year fee of $700,000.00 towards a lump sum of $2,205,000.00, for a three-year contract, with an option to renew for two years; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of Beach Raker, LLC is hereby awarded in response to ITB 19-003 for Smathers and Rest Beach cleaning services.

Section 2: That the City Manager is hereby authorized to execute a contract, including a $700,000.00 first-year fee, towards a total three-year lump sum contract of $2,205,000.00, with an option for two-year extension, in substantial conformance with the bid documents upon consent of the City Attorney.

Section 3: That adequate funds for the first-year beach cleaning cost are allocated in cost center 001-7201-572-3400, and currently Tourism Development Council funding covers 50% of the beach cleaning contract. The City may be eligible for up to 100% TDC funding in FY 2019-20.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 15th day of January, 2019.

Authenticated by the Presiding Officer and Clerk of the Commission on 16th day of January, 2019.

Filed with the Clerk on January 16, 2019.

Mayor Teri Johnston	Yes
Vice Mayor Sam Kaufman	Yes
Commissioner Gregory Davila	Yes
Commissioner Mary Lou Hoover	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes

TERI JOHNSTON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

EXHIBIT B

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Jim Scholl, City Manager
Greg Veliz, Assistant City Manager

FROM: Michael Turner, Community Services Deputy Director

DATE: December 28, 2018

SUBJECT: Awarding the Bid of Beach Raker, LLC for the beach cleaning of Smathers and Rest Beach.

ACTION STATEMENT: Awarding the Bid of Beach Raker, LLC for the cleaning of Smathers and Rest Beach in accordance with the terms specified in ITB #19-003 for a first- year fee of $700,000 and a lump sum of $2,205,000 for a 3-year contract with an option to renew for 2 years.

BACKGROUND:

On December 19 the City received 2 bids for ITB 19-003 Smathers and Rest Beach Cleaning Contract from Beach Raker, LLC and EE & G Environmental Services, LLC. Both firms provided a responsible and responsive bid. Beach Raker, LLC was the lowest bidder with a first-year fee of $700,000 and a total of $2,205,000 for the lump sum total for the first 3 years.

PURPOSE AND JUSTIFICATION: The beaches in Key West are one of the biggest tourist attractions. Unfortunately, they get large deposits of seaweed and debris that must be removed daily. The current contract for beach cleaning is expiring so the City went out to bid ITB 19-003 for a new contract.

OPTIONS:

1. Award the bid from Beach Raker, LLC for the cleaning of Smathers and Rest Beach for $700,000 for the first year and $2,205,000 for the lump sum of the first 3 years.

2. Do not award the bid from Beach Raker, LLC for the cleaning of Smathers and Rest Beach for $700,000 for the first year and $2,205,000 for the lump sum of the first 3 years. This action would have a detrimental effect on the cleanliness and public safety on the beaches, in addition to jeopardizing beach cleaning grant funding from the Monroe County Tourist Development Council(TDC).

FINANCIAL IMPACT:
Beach cleaning services allocation for the current year is funded in General Fund/Parks and Recreation/Other Contractual Services in Account No. 001-7201-572-34 for the amount of $860,115. The TDC is currently funding 50% of the beach cleaning contract. The City may be eligible next TDC funding cycle for up to 100% funding for Fiscal Year 2019-20.

RECOMMENDATION:
Staff recommends approval Option 1; Award the bid from Beach Raker, LLC for the cleaning of Smathers and Rest Beach for $700,000 for the first year with $2,205,000 as the lump sum for the 3-year contract.

INTEROFFICE MEMORANDUM

To: Marcus Davila, Director of Community Services
Mike Turner, Deputy Director of Community Services

CC: David Sermak, Purchasing

From: Cheri Smith, City Clerk

Date: December 20, 2018

Subject: **SMATHERS & REST BEACH CLEANING CONTRACT; BID 19-003**

The following bids were opened Wednesday, December 19, 2018 at 3:00 p.m. in response to the above referenced project.

1. EE&G 6810 Front Street Key West, FL 33040	$2,658,984.00
2. Beach Raker 220ne 13th Street Pompano, FL 33060	$2,205,000.00

CS/LCC
BID 19-003 - SMATHERS & REST BEACH CLEANING CONTRACT

CONTRACT

This Contract, made and entered into this 18 day of JANUARY 2019,

by and between the CITY OF KEY WEST, hereinafter called the "Owner", and

BEACH RAKER LLC

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 19-003 SMATHERS & REST BEACH CLEANING, Key West, Florida to the extent of the Bid made by the Contractor, dated the 18 th day of JANUARY 2019, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORMS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT, SCOPE OF WORK, SITE MAPS.

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

The Contractor agrees to complete the work within three (3) years and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of $500.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire in three (3) years unless an option to extend for two (2) years at the unit prices stated in the Bid plus Consumer Price Index (CPI) increases is executed.

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

18 Day of January, A.D., 2019.

CITY OF KEY WEST

By JKSchoff

Title City Manager

CONTRACTOR

By Sam Stuart

Title VP

EXHIBIT B

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name	BEACH RAKER LLC
Location Addr	220 NE 13TH STREET
Lic NBR/Class	LIC2018-000310 MISCELLANEOUS OTHER SERVICES
Issued Date	12/12/2018 Expiration Date: September 30, 2019

MISCELLANEOUS OTHER SERVICE

Comments: MOBILE BEACH CLEANING SERVICE

Restrictions:

BEACH RAKER LLC
C/O STERNECK, STEVEN
220 NE 13TH STREET
POMPANO BEACH, FL 33060

This document must be prominently displayed.

BEACH RAKER LLC

SEAL OF THE CITY OF KEY WEST, FLORIDA

EXHIBIT B

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Resource Management
Coastal Construction Control Line Program
2600 Blair Stone Road, M.S. 3522
Tallahassee, FL 32399-2400
Phone. (850) 245-8336

Permit No. 8035288 MO

No. of Pages Attached: 2

FIELD PERMIT PURSUANT TO SECTION 161.053 OR 161.052, FLORIDA STATUTES

FINDINGS OF FACT AND CONCLUSION OF LAW: The request for a field permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes (F.S.). This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

PROJECT LOCATION:

Two locations in the City of Key West. At Smathers Beach, 2601 S. Roosevelt Blvd (coordinates N. 24.33.6 and W. 81.46.10) in Key West; and, at Rest Beach at White Street and Atlantic Boulevard in Key West (coordinates N. 24.32.53 and W. 81.47.2) in Monroe County.

Property owner: City of Key West c/o Chip, Beach Raker, LLC, chip@floridabeach raker.com

Access/staging: Access to be from existing beach access points. Smathers Beach is approx 0.5 miles in length. Rest Beach is approx 0.1 miles in length.

PROJECT DESCRIPTION:

Mechanical cleaning of the dry, unvegetated beach using an approved tractor with rake. During sea turtle nesting season (May 01 to October 31) the beach shall not be cleaned until after the daily survey for nesting activity has been completed by the FWC Marine Turtle Permit holder.

EXHIBIT B

Permit No. 8035288 - MO

SPECIAL PERMIT CONDITIONS: The permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include.

See attached Standard Field Permit Conditions, Monroe County Beach Cleaning Permit Conditions, and Public Notice. No additional construction is authorized.

STANDARD PERMIT CONDITIONS: The permittee shall comply with the attached standard field permit conditions.

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature Chip Jones Date 18 DEC 18 Telephone No. (___) 954 560-3906

Applicant's Printed Name Chip Jones, Beach Raker LLC Address 220 NE 13th St., Pompano Beach, Fl. 33060

If applicant is an agent:

City of Key West	2601 S. Roosevelt Blvd. Key West 330-	(___) 954 560-3906
Printed name of property owner	*Property owner's address*	*Property owner's telephone no.*

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGMENT: This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

Jennifer Cowart	Jennifer Cowart	12-17-18
Staff Designee/Deputy Clerk	*Printed Name of Designee/Deputy Clerk*	*Date*

EXPIRATION DATE: Dec. 01, 2019

(Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: ☐ YES ☑ NO Approved plans are attached: ☐ YES ☑ NO

DEP form 73-122 (Updated 5/05)

EXHIBIT B

Florida Department of Environmental Protection (DEP)
Division of Water Resource Management
Bureau of Beaches and Coastal Systems
3900 Commonwealth Boulevard, Mail Station 300
Tallahassee, Florida 32399-3000
(850) 488-7708

BEACH CLEANING PERMIT CONDITIONS WITHIN MONROE COUNTY

Pursuant to subsection 62B-33.005(11), F.A.C.

Field Permit No. 8035288-MO

1. During the marine turtle-nesting season (May 1 to October 31), mechanical beach cleaning activities shall be confined to daylight hours (sunrise to sunset).

2. During marine turtle nesting season (May 1 to October 31), the permittee is responsible for ensuring that a daily marine turtle nest survey, protection, and monitoring program is conducted throughout the permitted beach cleaning area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any mechanical beach cleaning. The marine turtle survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being followed and a valid F.A.C. Rule 68E-1 Permit issued by the Florida Fish & Wildlife Conservation Commission (FFWCC).

3. All nests left in place shall be marked with a circle of tape or string having a radius of at least three (3) feet, centered at the approximated location of the clutch. An additional marker shall be placed in a landward location to ensure that future location of the nest will be possible should the on-beach markings be lost. No mechanical cleaning equipment shall be allowed to occur inside of this circle. However, careful removal of material by hand shall be allowed. All equipment operators should be briefed on the types of marking utilized and should be able to easily contact the individual responsible for the nest survey to verify any questionable areas.

4. In the event that mechanical beach cleaning occurs prior to completion of the marine turtle nest survey, protection, and monitoring program, mechanical beach cleaning shall not occur landward of the wrack line on that beach until 65 days have passed or after November 30, whichever is earlier. The permittee shall contact the Marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area.

5. In the event that on-beach nest markers are lost for any reason, including vandalism or high water conditions, no mechanical beach cleaning shall be conducted until the marine turtle permit holder identifies the nest and restores the markers. In the event that the nest cannot be found and may have been lost during high water conditions, the permittee shall contact the DEP to determine if mechanical beach cleaning can resume. All marine turtle protection conditions shall remain in effect unless specifically waived in writing.

6. In order to avoid adverse impacts in the event that cleaning accidentally occurs over a nest, this permit authorizes the use of a vehicle with a maximum tire pressure of 10 p.s.i. and a rake or cleaning apparatus, which limits penetration into the surface of the beach to a maximum of two inches. Box blades and front or rear mounted blades are not authorized. No other types of vehicles may be operated on the beach pursuant to this permit. Mechanized beach cleaning shall be accomplished so that no ruts are formed on the beach.

7. Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of the 50-foot setback. Removal of accumulated debris from the beach must occur immediately after cleaning has been performed.

8. Operators of mechanical beach cleaning equipment shall avoid all native, salt tolerant dune vegetation by a minimum of ten (10) feet.

STANDARD FIELD PERMIT CONDITIONS

The following conditions shall apply to **FIELD PERMITS** (unless waived by DEP or modified by special permit condition). In the event of a conflict between a field permit condition and a special permit condition, the special condition shall prevail.

1) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by DEP as part of the permit. Any deviation there from shall be grounds for suspension of the work and revocation of the permit pursuant to Section 120.60(7), F.S., and may result in assessment of civil fines or issuance of an order to alter or remove the unauthorized structure, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized. A copy of the permit shall be conspicuously displayed at the project site.

2) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles and their nests and habitats, or adjacent property and structures.

3) The permittee shall allow any duly authorized member of the staff to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of DEP, until all construction or activities authorized or required in the permit have been completed and the project accepted by DEP.

4) The permittee shall hold and save the State of Florida, DEP, its officers and employees, harmless from any damage (no matter how occasioned and no matter what the amount) to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.

5) The permittee shall allow DEP to use all submitted records, notes, monitoring data, and other information relating to construction or any activity under the permit for any purpose it may deem necessary or convenient, except where such use is otherwise specifically forbidden by law.

6) Construction traffic shall not operate and building materials shall not be stored on vegetated areas seaward of the control line, unless specifically authorized by the permit. If (in the opinion of DEP staff) this requirement is not being met, positive control measures shall be provided by the permittee at the direction of DEP staff. Such measures may include temporary fencing, designated access roads, adjustment of construction sequence, or other requirements.

7) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored (as prescribed in the permit) with suitable fill material or revegetated with appropriate beach and dune vegetation.

8) The fill material shall be obtained from a source landward of the control line and shall consist of sand which is similar to that already on the site in both grain size and coloration. This fill material shall be free of construction debris, rocks, or other foreign matter. A sample of the sand shall be provided to the staff representative of the Bureau of Beaches and Coastal Systems during the preconstruction conference.

9) If surplus sand fill results from any approved excavation seaward of the CCCL, such material shall be distributed seaward of the CCCL on the site, as directed by DEP staff (unless otherwise specifically authorized by the permit).

10) Any native salt-resistant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of DEP, with other native salt-resistant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the staff, all plants installed in beach and coastal areas (whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise) shall be of species indigenous to Florida beaches and dunes (i.e., sea oats, sea grape, saw palmetto, panic grass, salt meadow hay cord grass, seashore salt grass, and railroad vine).

11) All topographic restoration and revegetation work is subject to approval and acceptance by DEP staff.

12) If not specifically authorized elsewhere in this permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle-nesting season. The marine turtle-nesting season is May 1 through October 31 in all counties (except Brevard, Indian River, St. Lucie, Martin, Palm Beach and Broward counties where marine turtle nesting occurs during the period of March 1 through October 31).

13) If not specifically authorized elsewhere in this permit, no temporary lighting of the construction area is authorized at any time during the marine turtle-nesting season and no additional permanent exterior lighting is authorized.

14) This permit has been issued to a specified property owner and is not valid for any other person.

EXHIBIT B

Permit No. 8035288 - MO

POST PERMIT AND PUBLIC NOTICE CONSPICUOUSLY ON THE SITE

PUBLIC NOTICE

The foregoing constitutes final agency action. Any person whose substantial interests are affected by any decision made by the Department on the Field Permit has a right to request an administrative hearing in accordance with the provisions of Sections 120.569 and 120.57, F.S. The request for an administrative hearing must comply with the provisions of Rule 28-106.201, F.A.C., and must be received by the Department (at the address given below) within twenty-one (21) days from the date of this notice.

When the Department receives an adequate and timely filed request for hearing, the Department will request the assignment of an administrative law judge. Once the administrative law judge is requested, the Division of Administrative Hearings will have jurisdiction over the formal proceeding and the Department (as the referring agency) will take no further action with respect to the proceeding except as a party litigant.

Section 120.54(5)(b)4, F.S., and Rule 28-106.201(2), F.A.C., explain that the following items must be included in a petition for a formal administrative hearing

(a) The name and address of each agency affected and each agency's file or identification number, if known.

(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceedings; and an explanation of how the petitioner's substantial interests will be affected by the agency determination:

(c) A statement of when and how the petitioner received notice of the agency decision:

(d) A statement of all issues of material fact disputed by the petitioner, or a statement that there are no disputed facts;

(e) A concise statement of the ultimate facts alleged, including a statement of the specific facts that the petitioner contends warrant reversal or modification of the Department's action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take with respect to its action.

A person may request an extension of time to petition for an administrative hearing. The person filing the request for extension must do so within the time limits for filing a petition described above. The request must state why an extension of time is needed. The Department will grant an extension only when good cause is shown.

If a petition or a request for time extension is filed, further order of the Department becomes necessary to effectuate this Field Permit. Accordingly, the Department's final action may be different from the position taken in this notice. Actions undertaken by any person under this permit, pending the lapse of time allowed for the filing of such a request for hearing, may be subject to modification, removal, or restoration.

Failure to petition within the allowed time frame constitutes waiver of any right that a person has to request a hearing under Section 120.57, F.S., and to participate as a party to the proceeding. If a legally sufficient petition for hearing is not timely received, this notice constitutes final agency action.

When this order becomes final and is filed with the Department Clerk, any party to the order has the right to seek judicial review under Section 120.57, F.S., and Rule 9.030(b)1(c) and 9.110, Florida Rules of Appellate Procedure. A notice of appeal must be filed within thirty (30) days with both the Department Clerk (see address below) and with the appropriate district court of appeal. The notice filed with the district court must be accompanied by the filing fee specified in Section 35.33(3), F.S. Any subsequent intervention will be only by the approval of the presiding officer on motion filed under Rules 28-5.207 or 60Q-2.010, F.A.C.

All requests for hearings are to be filed with the Department at the following address:

Florida Department of Environmental Protection
Office of General Counsel
Department Clerk
3900 Commonwealth Boulevard Mail Station 35
Tallahassee, Florida 32399-3000

EXHIBIT B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/05/2018

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

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

PRODUCER
DTRT Insurance Group/ Loyal Clients
12550 West Atlantic Blvd
Coral Springs FL 33071

CONTACT NAME: Lorna Staab
PHONE (A/C, No, Ext): (877) 871-3878 FAX (A/C, No): (855) 329-3878
E-MAIL ADDRESS: info@dtrtinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE COMPANY	
INSURER B: METROPOLITAN CASUALTY INSURANC	40169
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BEACH RAKER LLC
220 SE 13TH ST
POMPANO BEACH FL 33060

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	y	y	3C08353	05/04/2018	05/04/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA024324P2018	05/04/2018	05/04/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			mklv2eul102476	05/04/2018	05/04/2019	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
							PR/COMP OPS AGG	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Key West
1300 White Street
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lorna L Staab

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EXHIBIT B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/05/2018

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PRODUCER
Bouchard Insurance for Frank Crum
101 Starcrest Drive
Clearwater, FL 33758

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FrankCrum 12, Inc. Alt. Emp: Beach Raker LLC
100 South Missouri Avenue
Clearwater, FL 33756

COVERAGES

CERTIFICATE NUMBER: 18FL080969170

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 47-58-512-07	06/01/2018	06/01/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	08/09/2018	06/01/2019	Client# B0265-FL	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Beach Raker LLC
220 NE 13th St
Pompano Beach, FL 33060

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT B

City of Key West

ITB# 19-003

Smathers Beach & Rest Beach Cleaning Contract

Date: 12/19/2018

ORIGINAL & ELECTRONIC COPY

Beach Raker

220 NE 13th Street, Pompano FL 33060
Telephone: 954-560-3906 Fax: 561-892-0344
www.beachraker.net

Index

EXHIBIT B

Part 1 – Bidding Requirements

- A. Letter Expressing Interest to Bid
- B. Florida State Compliance
- C. Key West Business Tax Receipt
- D. Resolution for Signature
- E. Attachments
  - a. Bid Form
    - i. Certificate of insurance
    - ii. Addendum(s)
  - b. Experience of Bidder
  - c. Florida Bid Bond
  - d. Anti-kickback Affidavit
  - e. Public Entity Crimes Sworn Statement
  - f. Indemnification
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    - i. Attached letter
    - ii. DEP Permit
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  - h. Equal Benefits For Domestic Partners Affidavit
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Part 2 – Contract Forms

- F. Confirmation Letter
  - a. Confirmation of contract
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  - c. Confirmation of payment bond

Part 3 – Conditions of Contract

- G. Confirmation Letter

Part 4 – General Requirements

- H. Confirmation
- I. 1.19 Submittles
  - a. Surf Rake & Beachtech
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  - c. Confirmation of schedule
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Section 01010 – Scope of Work

- J. Confirmation Letter
- K. Turtle nesting
  - a. Marine turtle permit
- l. Mechanical equipment
  - a. Equipment List
  - b. Methods
- M. Debris, trash and litter removal
- N. Seaweed
- O. Protection of air quality
- P. Erosion and beach repair

Part 5 – Site Maps

- Q. Confirmation
  - a. Site maps

A

EXHIBIT B

Beach Raker

220 NE 13th Street, Pompano Beach, FL 33060 | 954-560-3906 | customerservice@floridabeachraker.com

December 19, 2018

City of Key West
1300 White Street
Key West FL. 33040

To Whom It May Concern,

RE: Letter Expressing Interest to Perform Beach Cleaning Services for ITB# 19-003

To Whom It May Concern,

We have read the request for Beach Cleaning Services – ITB# 19-003 and wish to express our interest in providing the services described in the Invitation to bid to the City of Key West.

Beach Raker has been providing beach cleaning services to municipalities, condominiums, resorts and private estate homes for over 40 years. We are the only full time, professional, beach service company in South Florida. Our patented equipment and cleaning methods have been developed based on over 40 years of experience cleaning beach front properties in one of the most densely populated areas in the United States.

Steven Sterneck, Vice President of Beach Raker has operated businesses in the Florida Keys for several years and formally owned All Keys Gas Service. All Keys Gas Service was the largest independent propane company in the Florida Keys. Mr. Sterneck managed, owned and operated Propane USA, the parent company to All Keys Gas for over 25 years. Beach Raker is currently providing services for the City of Marathon and several other independent accounts in the Florida Keys.

We work very closely with FWC, FDEP, and County Natural Resources Departments to insure we are compliant with all of the regulations regarding beach cleaning methods, turtle nesting, beach erosion control, and beach re-nourishment. ***Note: We are the ONLY private beach cleaning organization authorized by the State of Florida to re-establish washed out Turtle Nests after severe storms in Broward County. This enables our City and Town Clients to have their public beaches cleaned and accessible immediately after a severe storm event – without service interruption!***

Beach Raker has approximately 235 clients in seven counties: Palm Beach, Broward, Monroe, Dade, Nassau, Sarasota and Duval covering 75 miles of beach front. Our municipal accounts include City of Marathon, City of Dania Beach, City of Pompano Beach, The Town of Lauderdale By The Sea, The Village of Key Biscayne, City of Venice, City of Ft. Lauderdale, City of Hollywood, City of Deerfield Beach, Bal Harbour Village, City of Venice, City of Miami Beach and City of Jacksonville Beach. We are the ONLY private organization that currently provides and beach raking services for municipal clients in Broward County.

Finally, we are very excited to have the City of Key West considering Beach Raker as their service provider.

Thank you for this opportunity,

Chip Jones

George (Chip) L. Jones Jr.
President
Beach Raker LLC

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

BID FORM

To:	The City of Key West
Address:	1300 White Street, Key West, Florida 33040
Project Title:	SMATHERS & REST BEACH CLEANING ITB 19-003

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

Company Name: BEACH RAKER LLC

Contact Name & Telephone #: CHIP JONES 954-560-3906

Email Address: CHIP@FLORIDABEACHRAKER.COM

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 3 years after the date of the Notice to Proceed with an option to extend for two (2) years at the unit prices stated in the Proposal plus Consumer Price Index (CPI) increases

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of $500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 01, 02,
____, ____, ____, ____, ____, ____, ____, ____, ____, ____,
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM

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

LUMP SUM BID PRICE ITEMS

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

The Bidder further agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

EXHIBIT B

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

SMATHERS & REST BEACH CLEANING CONTRACT / ITB 19-003

December 9, 2018

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

Pre-Bid Request for Information:

1. In regard to Page1, Paragraph 3, terms of contract; Please confirm the 5% for the bid bond only applies to the 3-year total.

   Bid Bond shall be in the amount of five (5) percent of the TOTAL LUMP SUM BASE BID.

2. Does the City wish to have the cost of the Performance and Payment bonds included in the lump sum bid? The RFP states that the forms are not to be modified in anyway.

   Yes, include the cost of the Performance & Payment bonds in the TOTAL LUMP SUM BASE BID.

3. As part of the Bidders Checklist, #11. It appears that we are to include ONLY Part 1 Bidding Requirements (all page from ITB) which include completed/signed forms, and ONLY Part 2 Contract Forms. Correct? Are Part 2, Forms to be executed and signed within this section as part of the bid process? Or is this done upon award to the selected contractor? This Is not clear given Article 14.

   Please submit Part 1 Bidding Requirements pages 1-28 and Part 2 Contract Forms pages 30-35. Contract forms will be executed upon award.

4. Can the City confirm what was represented at the pre-bid; that the cleaning of the eastern groin at Smathers Beach and the Rest Beach cleaning can be performed after 10:00am, the morning deadline to complete all beach cleaning?

   Yes, the cleaning beyond the eastern groin of Smathers Beach and Rest Beach can be performed after 10:00 a.m.

5. The work in the contract is defined in this ITB, can you further define the Cities needs of page 12, "List items to be performed by CONTRACTORS….".

   Page 12 should read: "List items to be performed by CONTRACTOR'S own forces and the estimated total cost of these items."

EXHIBIT B

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 2

SMATHERS & REST BEACH CLEANING CONTRACT / ITB 19-003

December 12, 2018

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

Pre-Bid Request for Information:

1. Will the ADA ramp and trash of Rest Beach needed to be cleaned daily, or, will the ADA ramp and trash only be cleaned at the same time Rest Beach is to be cleaned, i.e. 52 times during the year?

   52 times a year for the ADA ramp and trash also.

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

Signature

Beach Raker, LLC

Name of Business

BID FORM

YEARLY BEACH CLEANING LUMP SUM BASE BID:

(Includes all permitting, equipment, material & labor)

Clean Smathers beach, in conformance with specifications and contract documents, once per day for three (3) years, and dispose of material properly at a Florida Department of Environmental Protection licensed disposal site.

If work is not performed for any reason the daily cost of cleaning will be deducted from the contract amount and it will be determined by dividing the 1-year lump sum by 365.

A. SMATHERS BEACH

LUMP SUM

1.) Year 1

Five Hundred Thousand Dollars — $ 500,000 —
(Amount Written in Words has Precedence) (Figure)

2.) Year 2

Five Hundred Twenty-Five Thousand Dollars — $ 525,000 —
(Amount Written in Words has Precedence) (Figure)

3.) Year 3

Five Hundred Fifty Thousand Dollars — $ 550,000 —
(Amount Written in Words has Precedence) (Figure)

Subtotal (Add Items A.1. thru A.3.)

One Million Five Hundred Seventy-Five Thousand — $ 1,575,000 —
(Amount Written in Words has Precedence) **(Figure)**

Clean Rest beach, in conformance with specifications and contract documents, fifty-two (52) times per year for three (3) years and dispose of material properly at a Florida Department of Environmental Protection licensed disposal site.

B.) REST BEACH **LUMP SUM**

1.) Year 1

Two Hundred Thousand — $ 200,000 —
(Amount Written in Words has Precedence) (Figure)

2.) Year 2

Two Hundred Ten Thousand — $ 210,000 —
(Amount Written in Words has Precedence) (Figure)

3.) Year 3

Two Hundred Twenty Thousand — $ 220,000 —
(Amount Written in Words has Precedence) (Figure)

Subtotal (Add Items B.1. thru B.3.)

Six Hundred Thirty Thousand — $ 630,000
(Amount Written in Words has Precedence) **(Figure)**

<u>TOTAL LUMP SUM BASE BID</u>: Total of Smathers (Items A) & Rest (Items B)

(Includes all permitting, equipment, material & labor)

LUMP SUM $ 2,205,000 —

Two Million Two Hundred Five Thousand Dollars & 00 Cents
(amount written in words)

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

N/A

SUBCONTRACTORS

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

NONE
Name

Street, City, State, Zip

Name

Street, City, State, Zip

Name

Street, City, State, Zip

Name

Street, City, State, Zip

SURETY

MATSON CHARLTON SURETY GROUP whose address is

700 S. DIXIE HWY STE 100, CORAL GABLES, FL, 33146
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

BEACH BAKER LLC doing business at

220 NE 13 STREET, POMPANO BCH FL, 33060
Street City State Zip

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

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

GEORGE L JONES JR.

STEVEN STERNECK

TIMOTHY GREENER

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2018.

_____
Signature of Bidder

N/A

Title _____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2018.

(SEAL)

_____
Name of Corporation

N/A

By _____

Title _____

Attest_____
Secretary

EXPERIENCE OF BIDDER

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

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

SEE FOLLOWING PAGES

EXHIBIT B

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: $ 5%

KNOW ALL MEN BY THESE PRESENTS, that BEACH RAKER, LLC

220 NE 13TH ST., POMPANO BEACH, FL 33060

hereinafter called the PRINCIPAL, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY

a corporation duly organized under the laws of the State of New Hampshire

having its principal place of business at 5200 METCALF AVENUE, OVERLAND PARK, KS 66202-1391 / PHONE: (913) 676-5200 in the State of KANSAS, and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

THE CITY OF KEY WEST, FLORIDA

hereinafter called the OBLIGEE, in the sum of FIVE PERCENT OF THE AMOUNT BID DOLLARS ($ 5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for **ITB # 19-003 / SMATHERS & REST BEACH CLEANING** said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for

the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications, entitled:

ITB 19-003 / SMATHERS & REST BEACH CLEANING

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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

This bid is conditioned upon Principal and Surety providing annually renewable Performance and Payment Bonds.

Signed and sealed this 18th day of December ,2018.

BEACH RAKER, LLC

PRINCIPAL

By _____

STATE OF Florida)
: SS
COUNTY OF Miami-Dade)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

SURETY

By _____

John W. Charlton, Attorney-In-Fact

NAS SURETY GROUP **EXHIBIT B**

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN W. CHARLTON and D.W. MATSON, III

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of DECEMBER, 2018.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

EXHIBIT C

Smathers Beach

EXHIBIT C

Rest Beach

EXHIBIT C

South Beach

EXHIBIT D

qPublic.net™ Monroe County, FL

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00064660-000000
Account#	1065111
Property ID	1065111
Millage Group	10KW
Location Address	1900 S ROOSEVELT Blvd, KEY WEST
Legal Description	KW A PARCEL OF BAY BOTTOM LAND LYING SOUTH OF SOUTH ROOSEVELT BLVD BERTHA ST OR41-413 I.I.DEED NO 20949 (Note: Not to be used on legal documents.)
Neighborhood	32250
Property Class	STATE PARKS (8000)
Subdivision	
Sec/Twp/Rng	04/68/25
Affordable Housing	No

Owner

CITY OF KEY WEST
PO Box 1409
Key West FL 33041

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$210,850,714	$210,850,714	$210,850,714	$210,850,714
=	**Just Market Value**	**$210,850,714**	**$210,850,714**	**$210,850,714**	**$210,850,714**
=	**Total Assessed Value**	**$210,850,714**	**$210,850,714**	**$210,850,714**	**$210,850,714**
-	School Exempt Value	($210,850,714)	($210,850,714)	($210,850,714)	($210,850,714)
=	**School Taxable Value**	**$0**	**$0**	**$0**	**$0**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	4,607,776.80	Square Foot	0	0

View Tax Info

View Taxes for this Parcel

Map

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Yard Items, Exemptions, Sales, Permits, Sketches (click to enlarge), Photos, TRIM Notice.

EXHIBIT D

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

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EXHIBIT D

qPublic.net™ Monroe County, FL

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00064660-000100
Account#	1065129
Property ID	1065129
Millage Group	10KW
Location Address	2018 S ROOSEVELT Blvd, KEY WEST
Legal Description	KW A PARCEL OF BAY BOTTOM LAND LYING SOUTH OF SOUTH ROOSEVELT BLVD OR478-562-564 (Note: Not to be used on legal documents.)
Neighborhood	32250
Property Class	STATE PARKS (8000)
Subdivision	
Sec/Twp/Rng	04/68/25
Affordable Housing	No

Owner

TIITF/CITY OF KEY WEST SMATHERS BCH
3900 Commonwealth Blvd
Tallahassee FL 32399

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$141,097	$141,097	$141,097	$137,520
+	Market Land Value	$13,441,382	$13,441,382	$13,441,382	$13,441,382
=	**Just Market Value**	**$13,582,479**	**$13,582,479**	**$13,582,479**	**$13,578,902**
=	**Total Assessed Value**	**$13,582,479**	**$13,582,479**	**$13,582,479**	**$13,578,902**
-	School Exempt Value	($13,582,479)	($13,582,479)	($13,582,479)	($13,578,902)
=	**School Taxable Value**	**$0**	**$0**	**$0**	**$0**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	183,823.20	Square Foot	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
	1973	1974	1	1	3
TIKI	1999	2000	1	70 SF	1
RW2	2001	2002	1	3696 SF	3

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18-767	2/27/2018		$46,500	Commercial	ROUGH AND SET OF SIX TOILETS, 6 LAVS, 2 URINALS, 1 MOP SINK, ETC
17-3882	1/12/2018		$453,850	Commercial	SMATHERS BEACH NEW BATHROOM FACILITY
17-3883	1/12/2018		$125,000	Commercial	SMATHERS BEACH -UTILITES AND UNDERGROUND FOR BATHROOM FACILITY, INCLUDING SANITARY LIFT STATION INSTALLED ACROSS S ROOSEVELT AS DETAILED IN THE SPECIFICATIONS AND DRAWINGS
12-4506	12/18/2012		$9,000	Commercial	MAKE REPAIR TO 6' H ALUM. FENCE. REPLACE 15 POST, REINSTALL PANELS. REPLACE BROKEN PICKETS AND MISSING PICKETS.
10-679	3/4/2010	3/4/2010	$0	Commercial	RE-ATTACH WEATHERHEAD AT HIGGS BEACH
08-4000	10/24/2008	3/22/2010	$1,000	Commercial	MOVIGN EXISTING BOOTH ON SMATHERS BEACH ACCORDING TO TEH SUNSET WATERSPORTS LEASE WITH THE CITY OF KEY WEST
06-1594	4/4/2006	7/6/2006	$100	Commercial	CONFIMATION OF STAPS O TIKI HUT
06-0347	1/23/2006	7/6/2006	$1,100	Commercial	COMPLETE ELECTRICAL INSTALLATION OF 100 AMP SERVICE
05-5232	11/21/2005	7/6/2006	$1,500	Commercial	HURRICANE WILMA DAMAGE NEW WOOD DECK ON THATCH HUT (SUNSET WATER SPORTS)

View Tax Info

View Taxes for this Parcel

EXHIBIT D

Map

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sales, Sketches (click to enlarge), Photos, TRIM Notice.

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EXHIBIT D

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By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00064660-000200
Account#	8695535
Property ID	8695535
Millage Group	10KW
Location Address	SMATHERS B S ROOSEVELT Blvd, KEY WEST
Legal Description	KW A PARCEL OF LAND AND BAY BOTTOM LYING SOUTH OF SOUTH ROOSEVELT BLVD (4.59 AC) OR41-413(II DEED 20949) OR531-257/258 (Note: Not to be used on legal documents.)
Neighborhood	32250
Property Class	STATE PARKS (8000)
Subdivision	
Sec/Twp/Rng	04/68/25
Affordable Housing	No

Owner

BOARD OF TRUSTEES OF THE IITF
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE FL 32399

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$6,968,527	$6,968,527	$6,968,527	$6,968,527
=	**Just Market Value**	**$6,968,527**	**$6,968,527**	**$6,968,527**	**$6,968,527**
=	**Total Assessed Value**	**$6,968,527**	**$6,968,527**	**$6,968,527**	**$6,484,453**
-	School Exempt Value	($6,968,527)	($6,968,527)	($6,968,527)	($6,968,527)
=	**School Taxable Value**	**$0**	**$0**	**$0**	**$0**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	53,143.20	Square Foot	0	0
ENVIRONMENTALLY SENS (000X)	3.37	Acreage	0	0

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
06-3176	5/31/2006	8/7/2006	$1,500	Commercial	UPGRADE EQUIPMENT 100AMP SERVICE REPLACEMENT

View Tax Info

View Taxes for this Parcel

Map

EXHIBIT D

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Summary

Parcel ID	00064630-000000
Account#	1065021
Property ID	1065021
Millage Group	10KW
Location Address	1300 ATLANTIC Blvd, KEY WEST
Legal Description	KW PT OF TRACT 31 & PT LAND MARKED P OR37-57/59 OR564-409/10 OR785-1428/29 OR820-2300 OR852-2042/43F/J OR853-1245/47F/J OR976-2211/12 (Note: Not to be used on legal documents.)
Neighborhood	32250
Property Class	STATE PARKS (8000)
Subdivision	
Sec/Twp/Rng	05/68/25
Affordable Housing	No

Owner

BOARD OF TRUST OF IITF OF THE STATE OF FL
3900 Commonwealth Blvd
Tallahassee FL 32399

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$8,464,329	$8,464,329	$8,464,329	$8,464,329
=	**Just Market Value**	**$8,464,329**	**$8,464,329**	**$8,464,329**	**$8,464,329**
=	**Total Assessed Value**	**$8,464,329**	**$8,464,329**	**$8,464,329**	**$8,464,329**
-	School Exempt Value	($8,464,329)	($8,464,329)	($8,464,329)	($8,464,329)
=	**School Taxable Value**	**$0**	**$0**	**$0**	**$0**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	72,309.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
10/1/1980	$250,000	Warranty Deed		820	2300	Q - Qualified	Vacant
4/1/1979	$125,000	Conversion Code		785	1428	Q - Qualified	Vacant

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18-00001845	6/12/2018		$642,000	Commercial	INSTALLATION OF 702.1 L.F. OF SHEET OF STEEL SHEET PILE WITH A REINFORCED CONCRETE CAP AND THE PLANING OF NAVTIVE OF PLANTS. N.O.C. EXEMPT GH
18-00002430	6/12/2018		$16,000	Commercial	REPLACE COVERED PAVILION (JOB)
18-00002431	6/12/2018		$60,000	Commercial	INSTALL 5' CONCRETE SIDEWALK, QUANITY MATCHING PREVIOUS CONDITIONS, POST & ROPE FENCE AND ALUMINUM HANDRAILS . (JOB)

View Tax Info

View Taxes for this Parcel

EXHIBIT D

Map

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EXHIBIT D

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Summary

Parcel ID	00072082-001501
Account#	8761597
Property ID	8761597
Millage Group	10KW
Location Address	1405 DUVAL St, KEY WEST
Legal Description	KW FILER BOYLE SUB N-476 LOT 4 & 6 SQR 5 G73-63 (SOUTH BEACH LESS THE EATERY RESTAURANT LEASE) (Note: Not to be used on legal documents.)
Neighborhood	32110
Property Class	STATE PARKS (8000)
Subdivision	
Sec/Twp/Rng	06/68/25
Affordable Housing	No

Owner

CITY OF KEY WEST
PO BOX 1409
KEY WEST FL 33041

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$4,353	$4,353	$4,353	$3,935
+	Market Land Value	$3,533,000	$3,533,000	$3,533,000	$3,533,000
=	**Just Market Value**	**$3,537,353**	**$3,537,353**	**$3,537,353**	**$3,536,935**
=	**Total Assessed Value**	**$3,537,353**	**$3,537,353**	**$3,537,353**	**$3,536,935**
-	School Exempt Value	($3,537,353)	($3,537,353)	($3,537,353)	($3,536,935)
=	**School Taxable Value**	**$0**	**$0**	**$0**	**$0**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	37,776.00	Square Foot	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
FENCES	1982	1983	1	530 SF	2
FENCES	2003	2004	1	450 SF	5

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
15-4467	11/20/2015		$8,000	Commercial	INSTALL BRICK PAVERS ON PATHWAY
15-2047	5/22/2015		$6,820	Commercial	INTERIOR SELECTIVE DEMO FOR DRYWALL.

View Tax Info

View Taxes for this Parcel

Photos

EXHIBIT D

Map

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EXHIBIT D

Smathers Beach

Rest Beach

South Beach

EXHIBIT F

Sec. 26-65. - Vehicles.

No person shall bring, drive, or park a vehicle upon a public beach except in designated parking areas.

(Code 1986, § 54.09(e))

Cross reference— Traffic and vehicles, ch. 70.

EXHIBIT H

Endangered / Threatened Species of Flora or Fauna

Smathers Beach
-Sea Oats, recognized as important beach dune plants
-Nesting area for endangered sea turtles

Rest Beach
-3 species of threatened flora including Thatch Palms, Sea Lavender, and Blackbeard
- Sea Oats, recognized as important beach dune plants
-Nesting area for endangered sea turtles

South Beach
-Nesting area for endangered sea turtles

Simonton Beach
-no known endangered/threatened species of flora or fauna although there is potential for turtle nesting

EXHIBIT K

Operational Budget

FY 2018-2019 Adopted Budget

Annual Beach Cleaning Contract	$ 860,115
Additional Beach Cleaning	$ 38,000
Total	$ 898,115

Excerpt from p. 93 of the City of Key West, Florida Annual Budget Fiscal Year 2018/2019:

City of Key West
Annual Budget
Fiscal Year 2018/2019

Fund: 001 General Fund
Department: 7201 Parks and Recreation

Key	Object	Account Description	Category	FY 2015/2016 Actuals	FY 2016/2017 Actuals	FY 2017/2018 Adopted	FY 2017/2018 6 Mth Amnd	FY 2017/2018 6 Mth Actuals	FY 2018/2019 Dept Req	FY 2018/2019 CM Review	FY 2018/2019 CC Adopted
0017201	5721200	Regular Salaries & Wages		$993,534	$997,749	$1,123,173	$1,123,173	$456,946	$1,144,438	$1,138,917	$1,138,917
0017201	5721400	Overtime		$84,347	$131,558	$60,000	$60,000	$50,603	$70,000	$70,000	$70,000
0017201	5721500	Special Pay		$1,668	$1,440	$1,560	$1,560	$690	$1,560	$1,560	$1,560
0017201	5722100	FICA Taxes		$78,803	$83,489	$90,632	$90,632	$37,420	$93,024	$92,601	$92,601
0017201	5722200	Retirement Contributions		$50,864	$51,114	$54,461	$54,461	$27,361	$55,921	$74,120	$74,120
0017201	5722300	Life & Health Insurance		$290,559	$302,457	$341,335	$341,335	$135,384	$364,416	$364,416	$364,416
			Personnel Services	**$1,499,775**	**$1,567,807**	**$1,671,161**	**$1,671,161**	**$708,403**	**$1,729,359**	**$1,741,614**	**$1,741,614**
0017201	5723100	Professional Services		$0	$0	$0	$0	$0	$0	$0	$0
0017201	5723400	Other Contractual Service		$113,123	$834,510	$996,558	$996,558	$346,378	$1,037,515	$1,037,515	$1,037,515
		ADDITIONAL BEACH CLEANING									$38,000
		ALARM MONITORING AT GYM									$1,000
		ANNUAL BEACH CLEANING CONTRACT									$860,115
		GIRLS SOFTBALL									$10,800
		HOCKEY LEAGUE									$7,000
		JR FOOTBALL LEAGUE									$18,000
		KEY WEST WILD BIRD CENTER									$50,000
		LACROSSE									$7,000
		LIL CONCH BASEBALL									$19,400
		SOCCER LEAGUE									$10,000
		SOD CONSULTATION									$10,000
		UNIFORM RENTAL									$6,200

The City includes a budget each year for normal maintenance and ongoing upkeep of beaches to be managed by the Community Services Department, as part of the City's regular maintenance program funded by the City's General Fund Budget. The work is competitively bid to a contractor. In a recent solicitation for beach cleaning services, Beach Raker submitted a bid in response to ITB 19-003 (bid opening date of 12/19/2018) and was awarded the beach cleaning contract (Resolution 19-027) at a lump sum of $2,205,000 broken down as $700,000 for Year 1; $735,000 for Year 2; and $770,000 for Year 3. The Beach Raker contract began February 2019. There is an option to extend this contract for two (2) years.

There are also City Staff labor/materials and trash pick up that are a part of beach maintenance. These are the projected costs of City Staff and waste management for Smathers and Rest Beaches only for the fiscal years 2020-2024:

2020	$100,320
2021	$105,336
2022	$110,603
2023	$116,133
2024	$121,939
	$554,331

Please see attached Budget Worksheet, Exhibit B, detailing the calculation of the annual average during a 5-year time period in the amount of $930,000 (the amount requested in this application).

EXHIBIT K

Marketing Plan

The City's beaches are marketed through the City of Key West website and social media as well as the local Chamber of Commerce throughout the State of Florida and nationally as part of the overall tourism development campaign. Smathers Beach in particular, is enormously popular and requires minimal individual promotion as evidenced by the huge crowds which populate them all year around.

Approximately 495,000 patrons annually visit City beaches.

NON-COLLUSION AFFIDAVIT and VERIFICATION
(Enclose as Exhibit L)

I, Teri Johnston, of the city of Key West, according to law on my oath, and under penalty of perjury, depose and say that:

1) I am Mayor Teri Johnston, the applicant making the application for the project described as follows:

2) The prices in this application have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this application have not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to application opening, directly or indirectly, to any other applicant or to any competitor; and

4) No attempt has been made or will be made by the applicant to induce any other person, partnership or corporation to submit, or not to submit, an application for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding agreements for said project.

VERIFICATION

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

Teri Johnston
President's/Mayor's Name Typed

President's/Mayor's Signature

Sworn to and subscribed before me this 24th day of April 2019

personally appeared TERI JOHNSTON, _____, and _____

_____ known to be the person named in and who executed the foregoing document.

Portia Y. Navarro

My commission expires: Notary Public State of Florida

PORTIA Y. NAVARRO
Commission # GG 197873
Expires May 13, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

DRUG FREE WORKPLACE FORM
(Enclose as Exhibit M)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

City of Key West
(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Gives each employee engaged in providing the commodities or contractual services that are under application a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under application, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Applicant's Signature: _____

Date: 4/24/19

HOLD HARMLESS/INDEMNIFICATION
(Enclose as Exhibit N)

City of Key West (herein after "Organization") hereby covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners and Monroe County Tourist Development Council (herein after "BOCC/TDC") and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, bodily injury (including death), personal injury, and property damage, and another other losses, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising out of, or in connection with, **Key West Beach Maintenance Services** (herein after "Project") being funded by the BOCC/TDC. The Organization shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the Organization that is related to this Project, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this Project.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the BOCC/TDC in reimbursing/funding any portion of the Project and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the BOCC/TDC be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the BOCC/TDC, when performing their respective functions related to this Project within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

c.) RESTRICTIONS ON AGREEMENTS FUNDED BY BOCC/TDC. The Organization shall include the following term in all agreements funded by the BOCC/TDC for this Project:

Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the BOCC/TDC and agrees to indemnify and hold harmless the BOCC/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this agreement.

Teri Johnston
President of Organization/Mayor's Name Typed

President's/Mayor's Signature

Sworn to and subscribed before me this 24th day of April 20 19

personally appeared Teri Johnston, _____, and _____

known to be the person named in and who executed the foregoing document.

Portia Y. Navarro

My commission expires:

PORTIA Y. NAVARRO
Commission # GG 187673
Expires May 13, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public State of Florida

EXHIBIT O

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CITY OF KEY WEST

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1300 WHITE STREET

Requester's name and address (optional)

6 City, state, and ZIP code
KEY WEST, FL 33040

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 9 – 6 0 0 0 3 4 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶** 4.24.19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ATTACHMENTS AND CERTIFICATIONS
(Enclose as Exhibit P)

1. The following supporting documents are attached.

a) ☒ Print out of Sunbiz.org "Detail by Entity" (**Exhibit A**)

b) ☒ Documentation from bank of confirmed project funds (**Exhibit B**)

c) ☒ If applicable: Insert or attach photograph of existing site (**Exhibit C**)

d) ☒ Proof of ownership; long term lease or service contract (**Exhibit D**)
(Include consent of owner for use of property as described within this application)

e) ☐ If applicable: Enclose at least two (2) current real estate appraisals and one (1) environmental assessment (**Exhibit E**)

f) ☒ If applicable: Enclose citations for local protective ordinances (**Exhibit F**)

g) ☐ If applicable: Enclose copies of all recorded easement and restrictive covenants (**Exhibit G**)

h) ☒ If applicable: Enclose description of endangered/threatened special of flora or fauna (**Exhibit H**)

i) ☐ If applicable: Enclose ADA accessibility explanation (**Exhibit I**)

j) ☐ If applicable: Enclose preliminary plans or architectural documents - 1 set (**Exhibit J**)

k) ☒ Proposed operation budget and marketing plan (**Exhibit K**)

l) ☒ Notarized Non-Collusion affidavit and verification (**Exhibit L**)

m) ☒ Signed Drug Free Workplace Form (**Exhibit M**)

n) ☒ Notarized Hold Harmless/Indemnification form (**Exhibit N**)

o) ☒ Applicant has printed and completed the W-9 form included within the application (page 23) (**Exhibit O**)

p) ☒ Notarized Attachments and Certification form (**Exhibit P**)

q) ☒ I have read the Capital Project Funding Process and Importation Information provided on Pages 2-8 of this application

VERIFICATION

I swear and certify that the information contained in this application is true and correct, and that I am the duly authorized representative of the applicant.

Teri Johnston
President's/Mayor's Name Typed

President's/Mayor's Signature

Sworn to and subscribed before me this 24th day of April 20 19

personally appeared TERI JOHNSTON, _____, and _____

known to be the person named in and who executed the foregoing document.

Portia Y. Navarro

My commission expires: Notary Public State of Florida

PORTIA Y. NAVARRO
Commission # GG 187673
Expires May 13, 2022
Bonded Thru Troy Fain Insurance 800-385-7019