

CONTRACT AGREEMENT

This Contract, made and entered into 20th day of December 2013, by and between the City of Key West, hereinafter called the "Owner", and

EE & G Environmental Services, LLC, hereinafter called the "Contractor";

Intent

The City of Key West is seeking Professional Services of a qualified Bidder to provide professional beach cleaning services for OWNER owned beaches.

Definition

In this document "CONTRACTOR" refers to the successful bidder and "OWNER" refers to the City of Key West. "VENDOR" is synonymous with "CONTRACTOR" also referring to the successful bidder.

Terms of Contract

This bid is for a five year period beginning immediately upon OWNER approval.

General Provisions

The CONTRACTOR agrees to complete the work on a daily basis as specified in the contract documents 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 workmanship performed under this Contract during the contract period, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

If CONTRACTOR fails to begin the work on the day performance is to begin, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the work, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the term set forth in the Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the OWNER may give notice in writing to CONTRACTOR (and its surety if applicable) of such delay, neglect or default, specifying the same. If CONTRACTOR, within a period of five (5) calendar days after such notice, shall not proceed in accordance therewith, then Owner may upon written certificate from Engineer of the fact of such delay, neglect or default and CONTRACTOR'S failure to comply with such notice, terminate the services of CONTRACTOR, exclude

CONTRACTOR from the work site and take the prosecution of the work out of the hands of CONTRACTOR. In such case, CONTRACTOR shall not be entitled to receive any further payment. In addition Owner may enter into an agreement for the completion of the work according to the terms and provisions of the Contract Documents, or use such other methods as in Owner's sole opinion shall be required for completion of the work in an acceptable manner. All damages, costs, and charges incurred by Owner, together with the costs of completing the work, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay Owner the amount of said excess.

The OWNER can perform inspections of work at any frequency to determine the performance and quality of services as outlined in this agreement.

Termination of Agreement

This agreement may be terminated for default or convenience by the OWNER. Normally a written notice will be issued to the CONTRACTOR ninety (90) days in advance of its intention to cancel. The OWNER shall only be liable for payment of service rendered prior to the effective date of termination.

Termination for Default: The OWNER reserves the right to terminate the agreement in whole or in part by reason of the CONTRACTOR's failure, actual or anticipatory, to perform its obligations under the contract. Notification of this termination may be shorter than the ninety (90) days advance intention to cancel. The OWNER may at its discretion allow the CONTRACTOR to rectify problems within five (5) days of notification before termination for default.

Termination for Convenience: The OWNER reserves the right to terminate the agreement in whole or in part due to requirements no longer existing for the services being provided, to a lack of funds, to advances in the state of the art rendering obsolete the services covered by the agreement or for any other reason the OWNER determines is in the best interest of the City of Key West.

Compensation

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 submitted in the Proposal as adjusted in accordance with the Contract Documents and the Modification to Response to Invitation to Bid (ITB) #14-001, dated November 4, 2013 as issued by Carolyn Bailey of EE & G Environmental Services LLC. Total for First Year Price for both Smathers and Rest beaches shall be \$673,200.00. (Six Hundred, seventy-three thousand, two hundred dollars)

In addition, the annual contract price for each subsequent year shall be increased by multiplying the prior year contract price by a minimum of 2% or by the Consumer Price Index (CPI) whichever is greater. This annual increase shall not exceed 5% in any one year even if the CPI is higher than 5%.

The OWNER agrees to make such payments in the manner and at the time provided in the Contract Documents. The frequency of payment is monthly.

Scope of Work

CONTRACTOR shall furnish all labor, materials, tools, equipment, transportation, fuel costs, services, supervision, engineering expertise, and performing all operations required to properly provide professional beach cleaning services at City of Key West owned Smathers and Rest Beaches.

All work shall conform to all State of Florida regulations and requirements and all existing City and County Codes and regulations. The work must be accomplished with professional methods and standards of the trade.

The OWNER reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies through separate procurement actions due to unique or special needs, as determined at the sole opinion of the OWNER.

All trip charges, mileage, vehicle charges, fuel, and travel times are to be included in the bid pricing.

Identification

CONTRACTOR, subcontractors, and their employees are required to have visible, personal identification and the Contractor's company name displayed on their shirts.

Detail of Specifications

"STANDARD SERVICE" REQUIREMENTS: The following sections describe Beach Cleaning Services required of the Contractor.

1. Inclusions: Except as specifically excluded, Contractor shall be responsible for providing all services, materials, labor, supplies, tools and equipment necessary to:

A. Required Services:

The required services to be performed by the Contractor shall be to clean and maintain the entire length and width of Smathers and Rest Beach areas within the water's edge to the curb line or nearest edge of the pavement of the public road nearest to and paralleling the beach area, seven days per week, weather and/or environmental conditions permitting. A detailed map was provided in the original Invitation to Bid documents. Cleaning and maintaining includes daily seaweed and trash removal by the contractor. Proper disposal of seaweed shall be the contractor's responsibility. Cleaning and maintaining of the beach area is to be completed by 10:00 a.m. Smathers and Rest Beach must be cleaned using a Cherrington Beach Cleaner or an equivalent (to be approved by the Director of Community Services) that is capable of single pass cleaning on wet or dry sand, on the upper beach, along the tideline, and underwater beyond the tideline. The machine must have adjustable dig depths and the ability to collect the unwanted coral, rocks, seaweed, trash, litter, broken glass, sharp shells, animal droppings, encroaching vegetation, cigarette filters while returning the sand to the beach. The machine must lift and sift all sand to achieve a cleaned, aerated, and sanitized beach. The contractor shall not change

existing grades of beaches, bury or mix seaweed with sand, or place any seaweed trash or debris into the water, along South Roosevelt Boulevard, or Atlantic Boulevard.

Contractor shall be responsible for mobilization and demobilization of labor, materials, and equipment. Because of the need to mobilize daily, the Contractor shall maintain a yard within the Lower Keys (west of the Seven Mile Bridge) and shall have all steadily used equipment available at that site.

The contractor shall maintain all work areas within and outside the project boundaries free from any environmental pollution which would be in violation of any federal, state, or local regulations.

All debris, trash and seagrass removed from the beach shall be properly disposed of at an approved landfill and/or transfer station. The contractor shall provide copies of all dump tickets with the monthly invoice for the City's records.

Work is likely to be influenced by the tides. The tides can have an effect on the timing and work schedule. No extra claims shall be made for the tides or for other natural weather conditions. Plan the work and carry it out with minimum interference to the operation of existing facilities. Beach users do arrive by 8:00 A.M., especially at Smathers Beach. Prior to starting the work, confer with the Director of Community Services to develop an approved work schedule, which will permit the facilities to function normally as practical. It may be necessary to perform certain tasks outside normal working hours or phase cleaning of the beach in order to avoid undesirable conditions. The contractor shall do this type of work at such times and at no additional cost to the Owner.

The Contractor will coordinate the beach cleaning action with the FDEP, Office of Beaches & Coastal Systems, to ensure that the expertise and overall desires of the Department with respect to beaches and shores are included in the everyday cleaning operation, all in accordance with the requirements of Chapter 161, Florida Statutes.

The Contractor shall obtain and maintain all necessary permits and approvals and shall comply with all federal, state and local laws and regulations concerning the subject matter of the Contract Documents.

B. Alert:

All activities must adhere to all state and local statues/ ordinances regarding sea turtles.

The City of Key West, Monroe County, Florida has beach activity regulations in City of Key West, Code of Ordinances, Chapter 10-Animals, Article VI.-Sea Turtles, regarding protection of sea turtles (Item Y). The Contractor shall use its best efforts to observe and to immediately notify the Director of Community Services of any sea turtle nesting, attempted nesting or crawl activity in the contracted areas. The Contractor shall also coordinate and cooperate with State Agencies and sea turtle conservation groups during turtle nesting season. No beach cleaning activities shall take place during April 15 through October 31 until Save-a-Turtle representatives and/or the Contractors Certified Turtle Inspector, have walked the beaches.

C. Mechanized Equipment:

Each vehicle utilized on the beaches shall have sufficient lights to illuminate its working area. Each vehicle utilized on the beach shall be identified by a registration number, which has been assigned by the State of Florida. All mechanized equipment that will be transporting debris,

trash, litter, seaweed, sand, and refuse to a disposal site, or to and from the beach areas, shall be registered with the Florida Department of Highway Safety and Motor Vehicles, and shall be enclosed or completely covered to prevent discharge. All vehicles transporting debris or equipment shall travel along major arterial roads. Residential roads or streets may not be used, except where no other means of ingress and egress are available. The Contractor shall submit technical data of all beach cleaning equipment for review and approval by the Director of Community Services. The cleaning process should not remove significant amounts of sand from the beach. No equipment is to be used on the sidewalk or bridle path on city streets to include South Roosevelt or Atlantic Boulevard (except for legal travel) at any time for any reason without written permission from the City Engineer.

D. Debris, Trash and Litter Removal:

1. Debris, trash and litter removal, wood, plastic, glass, paper, tar, pine needles, palm fronds, coconuts, tree limbs, metal objects and other forms of debris, trash and litter deposited on the beach by the ocean or by bather usage, shall be removed to the disposal site on a daily basis.
2. Trash Removal: Fixed or mobile trash containers of any nature; round, square, wood, or metal, provided by the City that are located anywhere on the sand and seaward of the curb or edge of the pavement of the nearest road paralleling the Beach area, shall be emptied and hauled to disposal site on a daily basis. Contractor is responsible to provide all trash bags for the containers provided by the City.
3. Trash floating in the water behind seaweed shall also be removed.

E. Seagrass:

The Contractor shall remove all seagrass including the tide level strand line whenever located on the beaches and haul it to the disposal site. The Contractor is responsible for disposing of seaweed in such a manner which would not be in violation of any federal, state, or local regulations.

When seaweed rack is greater than 10" in depth, the contractor shall use an initial cleaning method to supplement the final Beach Tech cleaning.

F. Emergency Services:

The Director of Community Services shall contact the Contractor immediately when an emergency call is needed. The Contractor shall also notify the Director of Community Services at 305-809-3767 immediately in the event of a facility emergency. The Contractor shall respond to all emergency calls which occur during normal working hours and holidays and weekends within three hours of notification by the City. The Contractor shall invoice the City for after-hour, weekend and holiday emergencies based on the applicable hourly rate indicated in the contract.

G. Hazard Management:

The Contractor agrees to provide such hazard management services as the Owner's representative may request. The Contractor agrees to be available for the performing of such services on an emergency basis and shall respond to the request for the correction of such hazardous conditions, within a 24 hour period, such services shall be at additional hourly costs as established by the Bid Proposal, and include, but are not limited to, the shoring of eroding and deteriorated walkways by moving fill into place around them, grading storm-cut escarpments and

removing threatening debris. Foreign material in excess of one ton which must be lifted at once is excluded from the Contractor's responsibility.

H. Protection of Air Quality

The air pollution likely to occur due to construction operations shall be minimized by, requiring the use of properly operating combustion emission control devices on construction vehicles and equipment used by contractors, and by encouraging the shutdown of motorized equipment not actually in use. Trash burning will not be permitted on the constructions site.

I. Erosion Control and Beach Repair:

The Contractor shall possess equipment capable of providing certain beach repairs and erosion control measures. The beach is from time to time in need of certain measures for erosion control and repair and, accordingly, the Contractor agrees to provide the following services to the extent of reasonable capability:

1. Backfilling of washouts, particularly at the foot of any stairs or entrance ways.
2. Grading of excess sand deposits.
3. Grading of deep sand furrows and escarpments to a more easily navigated slope.
4. Adding sand to and grading around beach structures.
5. Spreading sand provided by the City to replenish sand loss due to storms and/or erosion.
6. Periodic placing and spreading sand on the beaches as directed by the Director of Community Services.

J. Erosion Control:

The Contractor agrees to maintain the contour of the Beaches against further wave action, and to maximize the usable sandy portion of the beach for recreational enjoyment.

K. Hurricane Conditions:

In the event a hurricane, major storm, or act of God deposits unusual and excessive amounts of material on the beach, and the Owner's representative reasonably agrees that such deposits are indeed excessive, the Contractor shall respond to the owners request within twenty-four hours of notification.

L. Attorney's Fees:

CITY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in both trial and appellate proceedings. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

M. Closing of Beaches/ Suspension of Service

Continuous operation of the Owner's beaches is of critical importance. The Contractor's operation shall not result in the interruption of use of the beaches to any customers. Work such as sand placement and tilling that requires the temporary closure of any part of the beaches shall be planned in detail with appropriate scheduling of the work and coordinated with the Owner or City Engineer. Advance notice shall be given in order that the Owner or City Engineer may witness the closure and work. The Owner must approve the temporary closure. All materials and equipment (including equipment) necessary to expedite the work shall be on hand prior to

the beach closure. Clean-up of debris, excess sand, and complete restoration of fences, signposts, vegetation and similar items must be performed prior to re-opening the beach and after sand placement is tasked. Failure by the Contractor to become acquainted with the physical conditions and all the available information will not relieve the contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Owner. The Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner. Suspension of Services may become necessary in an emergency situation as defined as either force majeure or man-made. The OWNER reserves the right to suspend beach cleaning services for an indefinite period of time to allow for evaluation and emergency recovery. If the duration of the suspension of cleaning services extends past seven (7) calendar days, the Contractor compensation will also be suspended.

N. Site Investigation and Representation

The Contractor acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather, tides, wind direction, seaweed volumes, or similar physical conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this contract. General: Any information obtained by the City Engineer regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the City Engineer upon request. Such information is offered as supplementary information only. Neither the City Engineer nor the Owner assumes any responsibility for the completeness or interpretation of such supplementary information.

O. Utilities

The Contractor shall be responsible for determining, at his cost, the locations of all utilities in each project areas, and shall be responsible for contacting each utility for location and notification prior to commencing work if it may affect the utility. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.

P. Interfering Structures

Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. Protect underground and above ground existing structures from damage, whether or not they lie within the limits of the easements obtained by the Owner. Where such existing fences, gates, sheds, buildings, or any other structure must be removed in order to properly carry out the work, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the Contractor's own expense. Notify the City Engineer of any damaged underground structure, and make repairs or replacements. Without additional compensation, the Contractor may remove and replace in a condition as good as or better than original, such small miscellaneous structures as fences and signposts that interfere with the Contractor's operations.

Q. Land Monuments

The Contractor shall notify the City Engineer upon disturbance or destruction of any existing federal, state, county, city, and private land monuments. Disturbed or destroyed private and government land monuments shall be replaced by a licensed surveyor at the Contractor's expense. When government monuments are disturbed or destroyed, the Contractor shall notify the City Engineer in order that the City Engineer will have ample opportunity to notify the proper authority to reference these monuments for later replacement.

R. Storage of Materials

No materials or equipment shall be stored on City or County property i.e. Smathers or Rest Beaches, South Roosevelt Blvd., the bridle path on South Roosevelt Blvd., Indigenous Park or Atlantic Blvd.. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

S. Safety Equipment

The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or un-ramped grade changes in pedestrian sidewalk or walkway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be clean and serviceable, in the opinion of the City Engineer. The Contractor must use extreme care when working around events that may be occurring at the beach during the cleaning period. The Contractor should slow cleaning operations or work on another section until the event conclusion.

T. Accident Reports

The Contractor must promptly report in writing to the Recreation Director, the County Senior Director of Facilities and Risk Management all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witness. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Recreation Director, the County Senior Director of Facilities and Risk Management. If a claim is made by anyone against the contractor on account of any accident, the Contractor shall promptly report the facts in writing to the City Engineer, giving full details of the claim.

U. Safe Access by Federal, State, and Local Government Officials

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

V. Site Restoration and Cleanup

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

W. Street and Sidewalk Cleanup

Thoroughly clean all spilled dirt, gravel, or other foreign material caused by the cleaning operations from all streets, roads and sidewalks at the conclusion of each day's operation. Sidewalks shall be kept clear of material and available for pedestrian use at all times.

X. Submittals:

Submittals are required for the following:

1. Cherrington Beach Cleaner or equivalent (as approved by the Director of Community Services) – specification and data sheets
2. Schedule
3. Florida Department of Environmental Protection, Office of Beaches & Coastal Systems Beach Cleaning Permit
4. Front End Loader with long pronged bucket
5. Dump Truck
6. Beach tilling contractor and equipment
7. Seaweed disposal plan: The City requires all bidders to provide a plan that encourages the reuse of the seaweed material in a manner that benefits the City and is consistent with the City's goal of sustainability. Long term storage of material is discouraged.

Y. Turtle Nesting (City of Key West, Code of Ordinances, Chapter 10-Animals, Article VI.-Sea Turtles) All activities must adhere to all state and local statues/ ordinances regarding sea turtles.

Sec. 10-246. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adjacent waters means the waters abutting a nesting area and extending 300 feet to either side of it and out to the limits of the city's property line.

Artificial light or *artificial lighting* means the light emanating from any manmade or man-controlled device.

Beach means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in the material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Bug-type bulb means any yellow-colored incandescent lightbulb that is marketed as being specifically treated in such a way so as to reduce the attraction of bugs to the light.

Cumulatively illuminated means illuminated by numerous artificial light sources that as a group illuminate any portion of the beach.

Daylight hours means the locally effective time period between sunrise and sunset.

Hatchling means any species of marine turtle, within or outside of a nest, that has recently hatched from an egg.

Indirectly illuminated means illuminated as the result of the glowing element, lamp, globe or reflector of an artificial light source, which source is not directly visible to an observer on the beach.

Jurisdictional boundaries means the area on contiguous land within 300 feet of an identified or potential nesting area.

Mechanical beach cleaning means any mechanical means by which debris, including but not restricted to trash, litter, seaweed or seagrass wrack, is removed from the beach.

Nest means the area in and around a place in which sea turtle eggs are naturally deposited or relocated beneath the sediments of the beach.

Nesting area means both identified nesting areas and potential nesting areas.

Nesting area, identified, means any area where sea turtles have been or are currently nesting and the adjacent beach or other intertidal areas used for access by the turtles.

Nesting area, potential, means any area where sea turtle crawls have been observed that has suitable substrate for digging a nest which is accessible to the sea turtle.

Nesting season means the period from April 15 through October 31 of each year.

Permitted agent of the state means any qualified individual, group or organization possessing a permit from the state department of environmental protection to conduct activities related to sea turtle protection and conservation.

Sea turtle means any specimen belonging to the species *Caretta caretta* (loggerhead turtle), *Chelonia mydas* (green turtle), *Dermochelys coriacea* (leatherback turtle), *Eretmochelys imbricata* (hawksbill turtle) or any other marine turtle using city beaches as a nesting habitat.

Suitable substrate means any unconsolidated sediments of at least one foot in depth.

Tinted glass means any glass treated to achieve an industry approved, inside-to-outside light transmittance value of 45 percent or less. Such transmittance is measured as the percentage of visible light that is transmitted through the glass.

(Code 1986, § 53.26(a))

Cross reference— Definitions generally, § 1-2.

Sec. 10-247. Prohibiting storage or placement of material in nesting area.

The storage or placement of any material, including but not limited to construction material, riprap, trash and debris, mulch or landscaping material, fill, vehicles, or boats, that has potential to impede movement of sea turtle hatchlings or adults between ocean and nesting areas or that may cover existing nests sites is strictly prohibited.

(Code 1986, § 53.26(b))

Sec. 10-248. Standards for exterior artificial lighting.

(a) To prevent exterior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the sea turtle nesting season, the following measures shall be taken to reduce or eliminate the negative effects of existing exterior artificial light.

Existing exterior artificial light fixtures within direct line of sight of the beach shall be designed, positioned modified or removed so that:

- (1) The point source of light or any reflective surface of the light fixture is not directly visible from the beach;
- (2) The area within the jurisdictional boundaries is not directly or indirectly illuminated; and
- (3) The area within the jurisdictional boundaries is not cumulatively illuminated.

(b) Measures including, but not limited to, the following shall be taken to reduce or eliminate the negative effects of existing artificial beachfront lighting through appropriate design:

- (1) Positioning of fixtures so that the point source of light or any reflective surface of the light fixture is eliminated or is no longer visible from the beach.
- (2) Replacement of fixtures having an exposed light source with fixtures containing recessed light sources or shields.
- (3) Replacement of traditional lightbulbs with yellow bug-type bulbs not exceeding 50 watts or low-pressure sodium vapor lamps.
- (4) Replacement of nondirectional fixtures with completely shielded directional fixtures that point down and away from the beach.
- (5) Replacement of fixtures having transparent or translucent coverings with fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach.
- (6) Replacement of pole lamps with low-profile, low-level luminaries no higher than 48 inches off the ground, such as low-mounted wall fixtures, low bollards and ground level fixtures, so that the light source or any reflective surface of the light fixture is not visible from the beach.
- (7) Replacement of incandescent, fluorescent and high-intensity lighting with the lowest wattage low-pressure sodium vapor lighting possible for the specific application.
- (8) Planting or improvement of landscape vegetative buffers in compliance with the city's land development regulations between the light source and the beach to screen light from the beach.

- (9) Construction of ground level barriers in compliance with the city's land development regulations to shield light sources from the beach.
- (10) Limitation of exterior lights used expressly for safety or security purposes.
- (11) Permanent removal of all floodlights, uplights or spotlights used for decorative or accent purposes.
- (12) Permanent removal or disabling of any fixture which cannot be brought into compliance with this article.
- (13) Shielding or modification of any existing lighted sign pursuant to the land development regulations such that it is not directly visible from the beach.

(Code 1986, § 53.26(c))

Sec. 10-249. Standards for interior artificial lighting.

To prevent interior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the sea turtle nesting season, measures including but not limited to the following shall be taken to reduce or eliminate the negative effects on interior light emanating from doors and windows within line of sight of the beach:

- (1) Use of window treatments such as blackout draperies, shade screens or blinds to shield interior lights from the beach.
- (2) Application of window tint or film that meets the standards for tinted glass.
- (3) The turning off of all unnecessary interior lights.
- (4) Arrangement of lamps and other moveable light fixtures away from windows.

(Code 1986, § 53.26(d))

Sec. 10-250. Standards for mechanical beach cleaning.

All mechanical beach cleaning activities designed to remove debris from the beach through the use of motorized vehicles or other mechanical means shall comply with the following standards:

- (1) *Timing.* Beach cleaning shall be confined to daylight hours during the sea turtle nesting season.
- (2) *Mode of operations.* During the sea turtle nesting season:
 - a. Beach cleaning operations shall be limited to the area seaward of the strand line (previous high tide mark).
 - b. Lightweight motorized vehicles having wide, low-profile, low-pressure tires or hand raking shall be used to conduct beach cleaning operations.
 - c. Devices used for removing debris from the beach shall be designed and/or operated such that they do not penetrate the beach substrate by more than two inches.
 - d. Operators shall be educated to identify a sea turtle crawl (turtle tracks), recognize and avoid a sea turtle nest, and report nests and/or crawls to a permitted agent of the state.

(3) *Coordination of beach cleaning operations with state-sanctioned scientific studies.* All beach cleaning operations shall be coordinated through the state to ensure that these operations do not interfere with state-sanctioned scientific studies or surveys of sea turtle nesting activities.

(Code 1986, § 53.26(e))

Sec. 10-251. Protection from predation.

No predatory pets or pets likely to have a potential for being disruptive or damaging to nesting sea turtles, hatchlings or nests shall be allowed to roam loose and unsupervised within the jurisdictional boundaries during the nesting season. Such pets include, but are not limited to, dogs, cats, snakes, lizards or iguanas, ferrets and pigs. Feeding of raccoons, opossums and other wild animals within the jurisdictional boundaries shall be prohibited.

(Code 1986, § 53.26(f))

FOOTNOTE(S):

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State Law reference— Protection of sea turtles, F.S. § 370.12(1).

2. Changes - Service Contracts

The OWNER may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the CONTRACTOR. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified. The CONTRACTOR shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The OWNER assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

Invoices

CONTRACTOR agrees that bills and invoices for fees or other compensation services or expense shall cite the purchase order number, date of service, and location. Invoices shall be submitted to the Accounts Payable Department- pay shall be made within 45 days from receipt of invoice.

Insurance and Indemnification

Insurance

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

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

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

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

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

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

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0224, or its equivalent.

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

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

Indemnification

To the fullest extent permitted by law, the **CONTRACTOR** expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from any and all liability for damages, including if allowed by Law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by **CONTRACTOR** or its Subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages in whole or in part by any act, omission, or default of any indemnitee but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of **CONTRACTOR** or its subcontractors, material men, or agents of any tier or their respective employees.

Indemnification by **CONTRACTOR** for Professional Acts. **CONTRACTOR** hereby agrees to

indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "Indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal,) fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of CONTRACTOR'S negligent acts, errors or omissions or intentional acts in the performance of CONTRACTOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and CONTRACTOR, they shall be borne by each party in proportion to its negligence.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily Injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | LIMITS | |
|-------------------------------------|---|-------------------------------------|-------------------------------------|------------------|------------------------------------|-------------------------------------|---|
| NUMBER | TYPE OF INSURANCE | ADDITIONAL INSURER | ENDORSEMENT | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | |
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$1,000,000 |
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 |
| | CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | MED EXP (Any one person) \$ |
| | PERSONAL & ADV INJURY | | | | | | PERSONAL & ADV INJURY \$1,000,000 |
| | GENERAL AGGREGATE | | | | | | GENERAL AGGREGATE \$2,000,000 |
| | PRODUCTS - COM/PROP AGG | | | | | | PRODUCTS - COM/PROP AGG \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGL P. LIMIT (Per accident) \$1,000,000 |
| <input checked="" type="checkbox"/> | ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| <input checked="" type="checkbox"/> | ALL OWNED AUTOS | | <input checked="" type="checkbox"/> | | | | BODILY INJURY (Per occurrence) \$ |
| <input checked="" type="checkbox"/> | HIRED AUTOS | | <input checked="" type="checkbox"/> | | | | PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB | | <input checked="" type="checkbox"/> | | | | EACH OCCURRENCE \$,000,000 |
| | EXCESS LIAB | | <input checked="" type="checkbox"/> | | | | AGGREGATE \$,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ |
| | ANY PROPRIETORS PARTNER/EXECUTIVE OFFICERS/OWNER EXCLUDED? (Mandatory in 19) | | <input checked="" type="checkbox"/> | | | | E.L. EACH ACCIDENT \$1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - FA EMPLOYEE \$1,000,000 |
| | Professional Liability (if applicable) | | | | | | E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| | | | | | | | Per Claim \$1,000,000 |
| | | | | | | | Aggregate \$1,000,000 |

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

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

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

| | | |
|------------------------|------------------------|----------------------------|
| Endorsement Insured | Effective Policy No. | Endorsement No. Premium |
| Insurance Company | Countersigned by _____ | |

WC 00 03 13
(Ed. 4-84)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

Number of Days Notice 30

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

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

Schedule

Name of Person or Organization

Mailing Address

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Award of Bid

The OWNER does reserve the right to award partially award portions of the bid due to budgetary reasons or circumstances in the best interest of the City of Key West (i.e. award bid for Smathers Beach and not Rest Beach or vice-versa).

By submission of a bid for the aforementioned services, any and all CONTRACTORS that have existing services contracts in effect with the OWNER, or any of its properties shall acknowledge those contracts to be null and void at the time of the award of the SMATHERS AND REST BEACH CLEANING SERVICES- ITB#14-001

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 SMATHERS AND REST BEACH CLEANING SERVICES, Key West, Florida to the extent of the Bid made by the Contractor, dated the 9th day of October, 2013, and modified in the Modification to Response to Invitation to Bid (ITB) #14-001, dated November 4, 2013 as issued by Carolyn Bailey of EE & G Environmental Services LLC.

\$673,200.00. (Six Hundred, seventy-three thousand, two hundred dollars) for the First Year Price for both Smathers and Rest beaches

The BIDDING REQUIREMENTS (to include Addendum #1 and Addendum #2), including the signed copy of the BID SCHEDULE, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT and the SPECIFICATIONS for the SMATHERS AND REST BEACH CLEANING SERVICES, are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work specified in the Contract 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 and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

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

3rd day of December, A.D., 2013.

CITY OF KEY WEST, (OWNER)

By Bob Vitas

Title City Manager

EE & G Environmental Services, LLC

(CONTRACTOR)

By Carolyn Bailey

Title Vice President

APPROVED AS TO FORM



Attorney for Owner

* * * * *



City of Key West

P.O. Box 1409

Key West, FL 33041

Notice of Award

December 20, 2013

Owner: City of Key West
Company: City of Key West
Address: Office of the City Clerk
Address: City of Key West P.O. Box 1409
Key West, FL 33041-1409

Project Name: **SMATHERS AND REST BEACH CLEANING SERVICES**

Dear:

At a meeting of the City of Key West Commission held on December 3, 2013, **EE & G Environmental Services, LLC** was awarded the contract for the SMATHERS AND REST BEACH CLEANING SERVICES CONTRACT. The total Contract amount is as follows:

Total for **First Year Price** for both Smathers and Rest beaches shall be **\$673,200.00**.

(Six Hundred, seventy-three thousand, two hundred dollars)

In addition, the annual contract price for each subsequent year shall be increased by multiplying the prior year contract price by a minimum of 2% or by the Consumer Price Index (CPI) whichever is greater. This annual increase shall not exceed 5% in any one year even if the CPI is higher than 5%.

Enclosed please find three copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office by 23 December 2013. Also, you need to be mobilized on 1 January 2014, and remit a bill to the City of Key West by the 5th day of each month.

The Certificate of Insurance must be attached to the documents; one original and five (5) copies are acceptable. Powers – of – Attorney must be submitted in each bond document, an original and five (5) copies are permissible. A copy of your City of Key West Occupational License must be attached.

Sincerely,


Bob Vitas
City Manager

cc: Cheri Smith, City Clerk
Rod Delostrinos, Deputy Director of Community Services
Project File

NOTICE TO PROCEED

DATE: December 20, 2013

TO: EE & G
Environmental Services LLC
5751 Miami Lakes Drive
Miami Lakes, Florida 33014

CONTRACT: **SMATHERS AND REST BEACH CLEANING SERVICES**

You are notified that the Contract time under the above project will commence to run on the 1st day of **January, 2014**. By that date, you are to start performing your obligations under the Contract Documents

City of Key West, Florida

By 

(AUTHORIZED SIGNATURE)

CITY MANAGER
(TITLE)

Copy to _____
(Use Certified Mail,
Return Receipt Requested)

cc: City Clerk
Rod Delostrinos, Community Services
Project File