

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**650-050-10  
PRODUCTION SUPPORT  
OGC – 07/17Contract Number G2H15FM No. 450501-1-74-01  
FEID No: 59-6000346

**THIS AGREEMENT**, entered into this 13 day of February 2023, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and the City of Key West, political subdivision of the State of Florida, located at 1300 White Street, Key West, FL 33040, hereinafter called the RECIPIENT.

**WITNESSETH**

**WHEREAS**, the DEPARTMENT and the RECIPIENT are desirous of having the RECIPIENT make certain improvements in connection with **Financial Management (FM) Number 450501-1-74-01** for landscape improvements in the City of Key West, Monroe County, Florida, located at SR 5/US-1 FROM SOUTH ROOSEVELT BOULEVARD TO COW KEY BRIDGE, herein after referred to as the Project. Refer to **Exhibit "A"** for a detailed Scope of Services and **Exhibit "B"** for a set of Project Plans attached hereto and made a part hereof; and

**WHEREAS**, the Department is authorized under Sections 334.044 and 339.2405, Florida Statutes, to enter into this Agreement; and

**WHEREAS**, the Florida Legislature has appropriated the amount of \$100,000.00 in Fiscal Year 2023 to the Department in order to provide funding for highway beautification programs through a certified Florida Beautification Grant at the local level; and

**WHEREAS**, the improvements are in the interest of both the RECIPIENT and the DEPARTMENT and it would be more practical, expeditious, and economical for the RECIPIENT to perform such activities; and,

**WHEREAS**, the RECIPIENT by Resolution No. 21-194 adopted on September 14, 2021, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement as **Exhibit "G"**.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The RECIPIENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under the Agreement.
3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the RECIPIENT at no extra cost.
4. The RECIPIENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The RECIPIENT will make best efforts to obtain the DEPARTMENT'S input in its decisions.
5. The DEPARTMENT agrees to compensate the RECIPIENT for activities as described in **Exhibit "B"**. The total cost of the Project is estimated at \$100,000.00. The DEPARTMENT agrees to pay up to a maximum amount of \$100,000.00 for actual costs incurred. The RECIPIENT shall submit progress billings to the DEPARTMENT on a quarterly basis. The balance of the Project cost shall be the sole responsibility of and paid by the RECIPIENT. The RECIPIENT acknowledges and agrees that the DEPARTMENT'S obligation to make payment under the AGREEMENT is contingent upon an annual appropriation by the Florida legislature.

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6. This Agreement and **Exhibit "C"**, attached hereto and made a part hereof shall act to supersede the normal requirements of the RECIPIENT to secure a separate DEPARTMENT landscape permit and this agreement is deemed to constitute such permit. The DEPARTMENT shall retain any rights in relation to the RECIPIENT as if it has issued a permit.
7. The RECIPIENT shall:
- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the RECIPIENT during the term of the contract; and
  - (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
8. The RECIPIENT must certify that the installation of the project is completed by a Contractor prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended unless otherwise approved by the DEPARTMENT in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this project.
- CEI Requirement (Check where applicable)**
9. Construction Engineering Inspection (CEI) services will be provided by the RECIPIENT by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the DEPARTMENT in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel. The RECIPIENT is hereby precluded from having the same consultant firm providing design services.
10. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the RECIPIENT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
11. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the RECIPIENT and the DEPARTMENT until the Project is accepted in writing by the DEPARTMENT'S Project Manager as complete, or 06/30/2023, whichever occurs first. The DEPARTMENT and RECIPIENT may agree to extend this Agreement in writing. The RECIPIENT shall delegate signature authority for the RECIPIENT to County Administrator.
12. The RECIPIENT shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables for the Project are shown in **Exhibit "D"** Deliverables, attached hereto and made a part hereof. The RECIPIENT will need DEPARTMENT approval, in writing, if deviating from these deliverables and the Landscape Plans as shown in **Exhibit "B"** when approved by the DEPARTMENT.

As limited by paragraph number 5, the RECIPIENT will be reimbursed for actual expenses incurred during the Agreement time period that are directly related to the installation of landscape improvements as set forth in this Agreement. The RECIPIENT will submit a written progress report by the 15<sup>th</sup> day of the month following the installation attesting to the actual number of large and/or small plants installed, along with all irrigation parts received and installed at the Project site. Upon completion of all outstanding contractors' deficiencies (punch-list items), the RECIPIENT will notify the DEPARTMENT'S District Landscape Architect who is responsible for the review and acceptance of the landscape improvements contemplated in this Agreement.

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13. Upon completion, and authorized by this Agreement, the RECIPIENT shall notify the DEPARTMENT in writing of the completion for all design work that originally required certification by a Registered Landscape Architect. This notification shall contain a Landscape Architect's Certification of Compliance Letter, signed and sealed by a Registered Landscape Architect. The certification letter shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations per paragraph number 11 are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
14. The RECIPIENT shall agree to maintain all landscape improvements at its sole cost and expense and in accordance with the terms of the Landscape Maintenance Memorandum of Agreement attached hereto and made a part hereof as **Exhibit "E"**.
15. Upon completion and certification of the Project, the RECIPIENT must submit the Final Invoice to the DEPARTMENT within 180 days after the final acceptance of the Project which may follow the 365 day warranty period. Invoices submitted after the 180 day time period may not be paid.
16. There shall be no reimbursement for travel expenses under this Agreement.
17. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the RECIPIENT is unsatisfactory, the Department shall notify the RECIPIENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The RECIPIENT shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the RECIPIENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the RECIPIENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the RECIPIENT resolves the deficiency. If the deficiency is subsequently resolved, the RECIPIENT may bill the Department for the retained amount during the next billing period. If the RECIPIENT is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.
18. Invoices shall be submitted by the RECIPIENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "B"** and **Exhibit "D"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
19. Supporting documentation must establish that the deliverables were received and accepted in writing by the RECIPIENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 12 has been met.
20. The RECIPIENT understands and agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to understand and comply with Section 20.055(5), Florida Statutes.
21. RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. The DEPARTMENT has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has (20) twenty working days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) twenty working days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or

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services shall take no longer than (20) twenty working days. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

22. If a payment is not available within (40) forty days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the RECIPIENT. Interest penalties of less than one (1) dollar will not be enforced unless the RECIPIENT requests payment. Invoices that have to be returned to a RECIPIENT because of RECIPIENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
23. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for RECIPIENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
24. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the RECIPIENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
25. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

“The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

26. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
  - (a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

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(b) The Recipient, as a "nonstate entity" as defined by Section 215.97(2)(n), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- i) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "F"** to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- ii) In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii) If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv) Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v) Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters

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10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi) The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii) Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
  - viii) As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- (c) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- (d) The RECIPIENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the RECIPIENT in conjunction with this Agreement. Failure by the RECIPIENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
27. The RECIPIENT warrants that it has not employed or obtained any company or person, other than bona fide employees of the RECIPIENT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the RECIPIENT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
28. The Agreement affirms that RECIPIENT is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The RECIPIENT agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
29. The RECIPIENT affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any

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goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The RECIPIENT further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

30. CLAIMS: When the Department received notice of a claim for damages that may have been caused by the RECIPIENT in the performance of services required under this Agreement, the Department will immediately forward the claim to the RECIPIENT.
31. In a contract executed between the RECIPIENT and one or more contractors arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law the RECIPIENT's contractor shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and RECIPIENT'S sovereign immunity.

In a contract executed between the RECIPIENT and one or more consultants arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law, the RECIPIENT's consultant shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and RECIPIENT'S sovereign immunity.

32. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The RECIPIENT agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.
33. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document except the Landscape Maintenance Memorandum of Agreement between the DEPARTMENT and the RECIPIENT which is included as **Exhibit "E"**. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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34. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

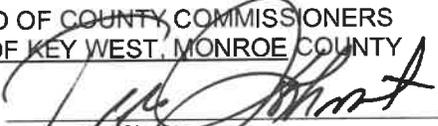
If to the DEPARTMENT:  
State of Florida Department of Transportation  
1000 NW 111<sup>th</sup> Avenue, Room 6251  
Miami, FL 33172  
Attention: Monica Rodriguez, RLA  
Title: District Landscape Manager  
A second copy to: BaoYing Wang, P.E.

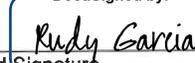
If to the RECIPIENT:  
City of Key West  
1300 White Street  
Key West, FL 33040  
Contact: Karen Wilman, 305-809-3963  
Title: Senior Construction Manager  
With a copy to: Patti McLauchlin, City Manager

35. LIST OF EXHIBITS

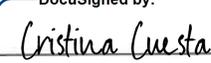
- Exhibit A: Scope of Services
- Exhibit B: Project Plans
- Exhibit C: Permit Requirements
- Exhibit D: Deliverables
- Exhibit E: Landscape Maintenance Memorandum of Agreement
- Exhibit F: State Financial Assistance (Florida Single Audi Act)
- Exhibit G: Agency Resolution

**IN WITNESS WHEREOF**, this Agreement is to be executed below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution 21-194, hereto attached.

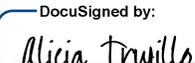
BOARD OF COUNTY COMMISSIONERS  
CITY OF KEY WEST, MONROE COUNTY  
BY:   
Authorized Signature  
NAME: TERI JOHNSTON  
(Print/Type)  
TITLE: MAYOR  
(Print/Type)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
DocuSigned by:  
BY:   
Authorized Signature  
NAME: Rudy Garcia  
(Print/Type)  
TITLE: District Director of Operations  
(Print/Type)  
DATE: 02/13/2023 | 10:42 AM EST

  
ATTEST:  (SEAL)  
TITLE: City Clerk  
Print Name: Cheryl Smith

DocuSigned by:  
ATTEST:  (SEAL)  
TITLE: Assistant to the Director of Operations

APPROVED AS TO FORM & LEGAL SUFFICIENCY:  
  
City Attorney

LEGAL REVIEW:  
DocuSigned by:  
  
Office of the General Counsel (Date)

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**SCOPE OF SERVICES**

The RECIPIENT (City of Key West Board of County Commissioners) agrees to make certain landscape improvements on SR 5/US-1 FROM SOUTH ROOSEVELT BOULEVARD TO COW KEY BRIDGE, Florida, and will subsequently furnish, construct, and inspect the landscape as shown in the plans and specifications prepared by GAI Consultants, Inc., dated 10/31/2022. The following conditions shall apply:

- (a) The current Florida Department of Transportation Design Standard Index 546 must be adhered to.
- (b) Lateral offset as specified in the Design Manual or Plans Preparation Manual.
- (c) Landscape materials shall not obstruct roadside signs or the outdoor advertising view zones for permitted outdoor advertising signs per Florida Statutes 479.106.
- (d) Landscape materials shall be of a size, type and placement so as not to impede large machine mowing that the DEPARTMENT currently provides and will continue to provide at the same frequency.
- (e) Should the RECIPIENT elect to design, furnish and construct irrigation, all costs associated with water source connection(s), continued maintenance of the distribution system and water, and electricity costs shall be born solely by the RECIPIENT. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the RECIPIENT'S responsibility.
- (f) During the installation of the Project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards.
- (g) If there is a need to restrict the normal flow of traffic it shall be done in accordance with the approved Maintenance of Traffic Plan (see **Exhibit B**). The party performing such work shall give 48 hour notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the Project. The DEPARTMENT'S Public Information Office shall also be notified by phone at (305) 470-5349 at least 48 hours in advance.
- (h) The RECIPIENT shall be responsible to clear all utilities within the Project limits.

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**EXHIBIT B**

**PROJECT PLANS**

Please see attached plans prepared by:

Keith Oropeza, RLA

of GAI Consultants, Inc.

Dated 10/31/2022



Item #	Pay Item #	Pay Size	Code	Description	Cont / Size	Spacing	TOTAL	UNIT
1	101-1			MOBILIZATION			1	LS
2	102-1			MAINTENANCE OF TRAFFIC			1	LS
3	104-1B			INLET PROTECTION SYSTEM			5	EA
4	110-1-1			CLEARING AND GRUBBING			1	LS
5	5B1-1-8			RELOCATE TREES AND PALMS, ≥14" OF CLEAR TRUNK, SABAL PALM ONEI			9	EA
<b>LANDSCAPE COMPLETE - LARGE PLANTS</b>								
		Pay Size	Code	(Botanical/Common)	Cont / Size	Spacing		
6	580-1-2	Large	AD	Adonidia merrillii / Christmas Palm	100 gal. B&B	As Shown	19	EA
7	580-1-2	Large	CC	Capparis cynophallophora / Jamaica Caper	65 gal	As Shown	1	EA
8	580-1-2	Large	CG	Caesalpinia gilliesii / Paradise Tree	65 gal	As Shown	1	EA
9	580-1-2	Large	CR	Crinum asiaticum / Crinum Lily	7 Gal	As Shown	7	EA
10	580-1-2	Large	CF	Cassia fistula / Apple Blossom	65 gal	As Shown	1	EA
11	580-1-2	Large	DR	Delonix regia / Royal Poinciana	65 gal	As Shown	2	EA
12	580-1-2	Large	PL	Plumeria / Frangipani	4.5 Gal	As Shown	1	EA
<b>LANDSCAPE COMPLETE SMALL PLANTS</b>								
13	580-1-1	Small	BX	Bougainvillea x 'Alabama Sunset' / Alabama Sunset Bougainvillea	5 gal	48" o.c.	83	EA
14	580-1-1	Small	FM	Ficus microcarpa / Green Island Fig	3 gal	24" o.c.	1,326	EA
15	580-1-1	Small	HD	Helianthus debilis / Dune Sunflower	3 gal	18" o.c.	488	EA
16	580-1-1	Small	SJ	Strelitzia juncea / Bird of Paradise	3 gal	Full Pot	70	EA
17	580-1-1	Small	AG	Arachis glabrata / Perennial Peanut	1 gal	4"-6" x 12"-18"	221	EA
18	570-1-2	Turf	SS	TURF Stenotaphrum secundatum / St. Augustine Grass	Solid mat	Solid mat	598	SY
<b>ESTABLISHMENT</b>								
19	570-9-1			Watering for Installation/Establishment, Year One (Priced Per Tree)			34	EA
20	580-173-2			Maintenance / Establishment Period, One Year			1	LS
21	580-17-2			Mycorrhizal Fungal Inoculate			1	LS

(SEE TABULATION OF QUANTITIES FOR BREAKDOWN OF LANDSCAPE MATERIAL.)

DATE	REVISIONS DESCRIPTION	DATE	DESCRIPTION
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		SUMMARY OF PAY ITEMS	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
SR 5	MONROE	45050474401	LD-2
KEITH OROPEZA, RLA LICENSE #14000023 GAI CONSULTANTS, INC. 608 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801		7:2022/02/01/07:00 - Rev #01 Entry: Stupiga/CAD/CAC/COV/SS001-1/NonSkapa/SUR/LOD1.dwg	

PAY ITEM NO.	PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAX'D SIZE	SPACING	REMARKS	UNIT	SHEET NUMBERS					
										LD-7		LD-8		TOTAL	
										PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
580-1-8	Large	SP	Sabal palmetto	Sabal Palm	existing	N/A	As Shown	relocated trees	EA	9					9
580-1-2	Large	AD	Adonidia merrillii	Christmas Palm	868	N/A	As Shown	100 gal.; 12-14 OW	EA	16	3				19
580-1-2	Large	CC	Capparis cynophallophora	Jamaica Caper	8' x 4'; Full	N/A	As Shown	65 gal.	EA	1					1
580-1-2	Large	CG	Caesalpinia gilliesii	Paradise Tree	14'-16"x6	N/A	As Shown	65 gal.; 4" cal.	EA		1				1
580-1-2	Large	CF	Caasia fistula	Apple Blossom	12'-14"x6	N/A	As Shown	65 gal.; 4" cal.	EA		1				1
580-1-2	Large	CR	Crinum asiaticum	Crinum Lily		N/A	As Shown	7 gal.	EA	7					7
580-1-2	Large	DR	Delonix regia	Royal Poinciana	14'-16"x6	N/A	As Shown	65 gal.; 4" cal.	EA	1	1				2
580-1-2	Large	PL	Plumeria	Frangipani	7' x 4'	N/A	As Shown	45 gal.; 3" cal.	EA	1					1
580-1-1	Small	BX	Bougainvillea x 'Alabama Sunset'	Alabama Sunset Bougainvillea	24"x24"; Full Pot	N/A	48" o.c.	5 gal.	EA		83				83
580-1-1	Small	FI	Ficus microcarpa 'Green Island'	Green Island Fig	12"x12"; Full Pot	N/A	24" o.c.	3 gal.	EA	951	575				1526
580-1-2	Large	HD	Helianthus debilis	Dune Sunflower	14"x16"; Full Pot	N/A	18" o.c.	3 gal.	EA	203	285				488
580-1-1	Small	SJ	Strelitzia juncea	Bird of Paradise	Full Pot	N/A	24" o.c.	3 gal.	EA	25	45				70
580-1-1	Small	AG	Arachis glabrata	Perennial Peanut	4"-6" HT. x 12"-18" Sprd.	N/A	18" o.c.	1 gal.	EA	221					221
570-1-2	Turf	SS	Stenotaphrum secundatum	St. Augustine Grass			Solid	Flat	SY	407	192				598

LANDSCAPE TABULATION OF QUANTITIES AND PLANT SCHEDULE

DATE	REVISIONS DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION
COUNTY	FINANCIAL PROJECT ID
MONROE	450501-17-4-01
SR 5	10/31/2022 12:14:33 PM

Keith P. Walsby

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	MONROE	450501-17-4-01

10/31/2022 12:14:33 PM

TABULATION OF QUANTITIES

SHEET NO.

LD-3

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**LANDSCAPE NOTES:**  
 1. Flag all planting locations prior to installation. All planting locations must be approved by and may be adjusted by the Landscape Architect.  
 2. All plant materials are subject to inspection and approval by the Landscape Architect at the growing site, nursery or handling area designated for the project site.  
 3. Transplant all existing sabal palm trees in work area.  
 4. All plant material improperly pruned, undersized, infested, diseased or otherwise not to grade or size indicated on the plans shall be removed and replaced upon notice from either the county engineer or county landscape coordinator, or their assigned agent.  
 5. Take responsibility for plant quantity take-off and provide all plant material required as shown on landscape plans.  
 6. Apply pre-emergent granular herbicide to all planting beds and mulch rings. The herbicide active ingredients shall be suitable for control of annual and perennial broadleaf weeds and grasses. The granular herbicide shall be applied by hand after planting and before placing mulch. The herbicide shall be applied at a rate recommended by the manufacturer.  
 7. Treat the root ball of all trees in the upper 8-10 inches of the planting hole with the manufacturer's recommended amount of mycorrhizal fungal inoculants, to include at a minimum of the following:

- Endomycorrhizal fungus
- Ectomycorrhizal fungus
- Fulvic acid
- Trichoderma
- Phosphate solubilizing, nitrogen fixing and growth promoting bacteria
- Humic acid derived from Leonardite
- Sea kelp extract (Ascophyllum nodosum)
- Yucca plant extract (Yucca schidigera)
- Water holding polymer (cross linked acrylamide and potassium acrylate)
- Particle size: 0.8 mm to 2.0 mm
- Percent soluble: less than 0.05%
- Absorption rate: 300-400 times in distilled water

Submit sample of mycorrhizal for acceptance by the Landscape Architect.

10. Use slow release, long-lasting, 20-10-5 Planting Tablets plus minors during planting per manufacturer's specifications.

11. Use super-absorbent long-lasting medium or course planting hydrogel, (Potassium Polyacrylamide acrylate Copolymer) in conjunction with planting on all palms and trees.

**Signs:**  
 All present traffic signs and delineator posts are to remain in place and are not to be removed nor impacted, including temporarily, in any way as a result of the construction activities by the contractor.

**ENVIRONMENTAL MANAGEMENT NOTES:**  
 The following Federal and State listed animal species could inhabit or migrate through the construction area: Roseate Tern, Piping Plover, American Crows, Stock Island Tree Snail, and Red Knot. The contractor shall comply with all Federal and State requirements regarding endangered and threatened species and State listed species or special concern. Should these species be encountered, the Contractor shall contact the Project Engineer within 24 hours of each encounter.

No staging or other activities for this project will be allowed within or adjacent to the Florida Keys Overseas Heritage Trail or the Florida Keys National Marine Sanctuary. Access to the Florida Keys Overseas Heritage Trail must be maintained at all times.

**CITY OF KEY WEST PROJECT CONTACTS:**

Project Manager: Karen Wilman 305-809-3963  
 karenwilman@cityofkeywest-fl.gov  
 Engineering Director: Gary Valencic 305-809-3828  
 gary.valencic@cityofkeywest-fl.gov  
 Assistant Engineer: Ian McDowell 305-809-3753  
 imcdowell@cityofkeywest-fl.gov  
 Community Services: Marcus A. Davila 305-809-3765  
 madavila@cityofkeywest-fl.gov  
 Urban Forestry: Karen DeMaria 305-809-3768  
 kdemaria@cityofkeywest-fl.gov

Lane Closure Notification: Rod Delostrinos 305-809-3918  
 rdelostrinos@cityofkeywest-fl.gov  
 Director of Transportation: Alyson Crean 305-809-1058  
 acrean@cityofkeywest-fl.gov  
 Public Information Officer: Alyson Crean 305-809-1058

**UTILITY NOTES:**  
 The location(s) of the utilities shown in the plans are based on limited investigation techniques and should be considered approximate only. Plant material that appears to be in close proximity to existing utilities should be field located with soft digs to locate exact location of buried utility.  
 Existing utilities are to remain in place unless otherwise noted.

**UTILITY CONTACTS:**

**FDOT DISTRICT 6 PERMITTING**  
 Loren Marquez, P.E., C.B.I.  
 Consultant (LAMS Engineering)  
 Fernand Services/FDOT - District Six  
 Email 1: lmarquez@larseng.com  
 Email 2: fernandmarquez@dotd.state.fl.us  
 Office: (305) 631-2394; Mobile: (305) 469-6162

**KEYS ENERGY SERVICES**  
 Dan Smith  
 Work 305-295-1041; Cell 305-304-4556

**MONROE COUNTY**  
 Judith S. Clarke, P.E., Director of Engineering Services  
 Monroe County  
 1100 Simonton Street  
 Key West, Florida 33040

**FDOT ITS FACILITIES**  
 Non-located / unmarked FDOT ITS facilities, including fiber optic communications and traffic control signal loops/devices, may be located within the project limits; make temporary repairs to any damage to a facility within four (4) hours of the occurrence. If assistance is required regarding ITS facilities, contact the District 6 FDOT Traffic Operations ITS Manager at (305) 470-5336.

**TEMPORARY TRAFFIC CONTROL NOTES:**  
 1. Traffic controls shall be in accordance with the project plans, the current edition of the Florida DOT Standard Plans (102-600 series), the standard specification for road and bridge construction, and the manual on uniform traffic control devices as minimum criteria.

2. Notification of lane closures or temporary detours shall be accomplished 14 working days prior to closure, detour or MOT phase change by submitting the required lane closure form, sketches, calculations, and other data through the engineer to the district traffic operations office.

3. The traffic and travel ways shall not be altered by the contractor to create a work zone until all labor and material are available for the construction in that area.

4. Lane Closings shall occur only during NON-PEAK hours. NON-PEAK hours are:  
 8.00 PM to 6.00 AM Sunday through Thursday nights

5. The contractor shall develop a detailed maintenance of traffic plan based on the site-specific means and methods of construction. The detailed plans shall be submitted for review and approval by the city prior to any construction activities. Traffic plan shall be in conformance with FDOT standard plans 102-600 series.

DATE	REVISIONS DESCRIPTION	DATE	DESCRIPTION

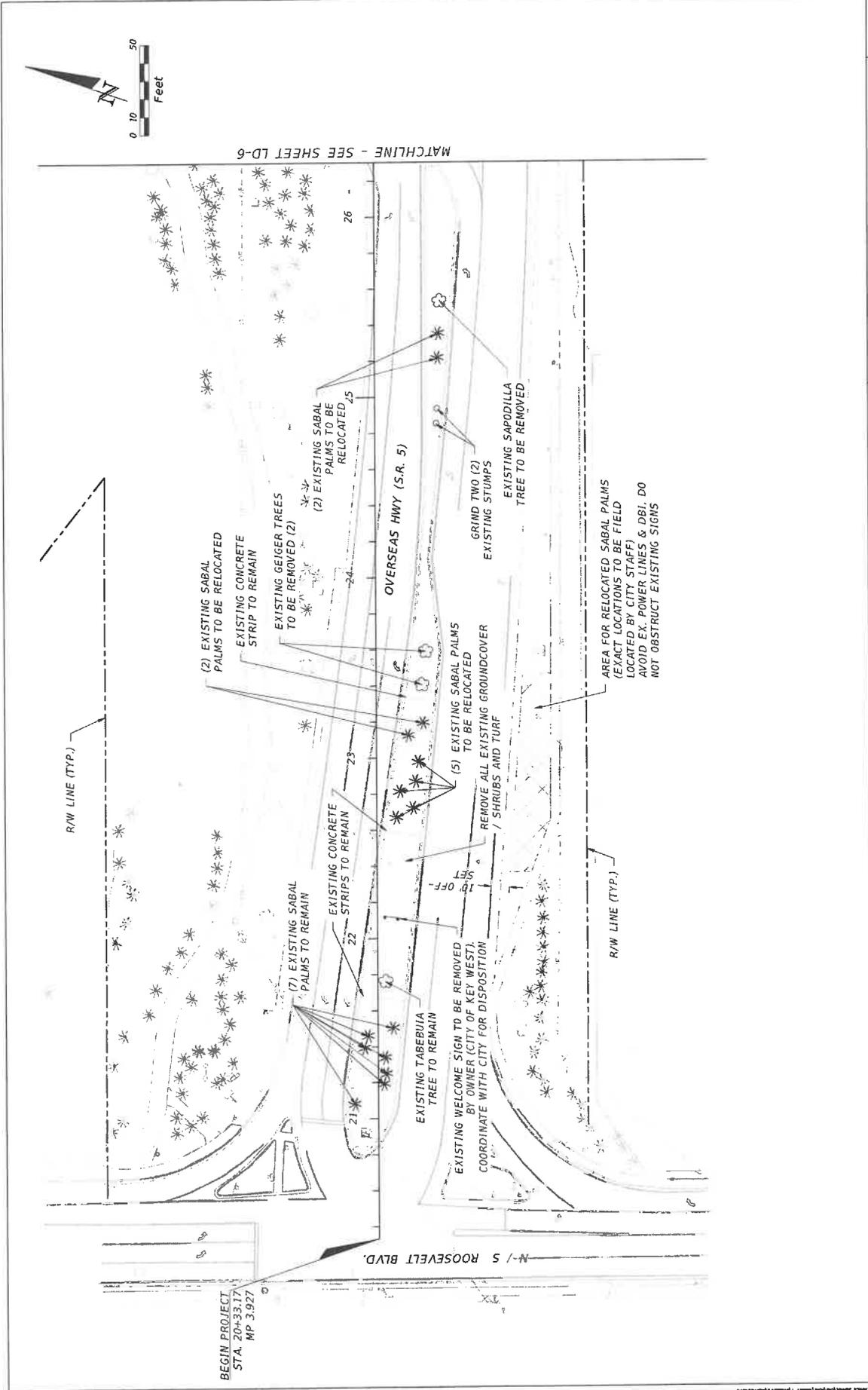
  

STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
SR 5	MONROE	450501-17-4-01	

KEY WEST		10/31/2022 12:14:43 PM	
2:\2025\2025107.00 - Key West Entrance Signage\CD\ACD\135697\1\Notes.dwg		GENERAL LANDSCAPE NOTES	
SHEET NO.		LD-4	

KEITH OROFEZA, RLA  
 LICENSE #14000023  
 GAI CONSULTANTS, INC.  
 618 E. SOUTH STREET - SUITE 700  
 ORLANDO, FL 32801



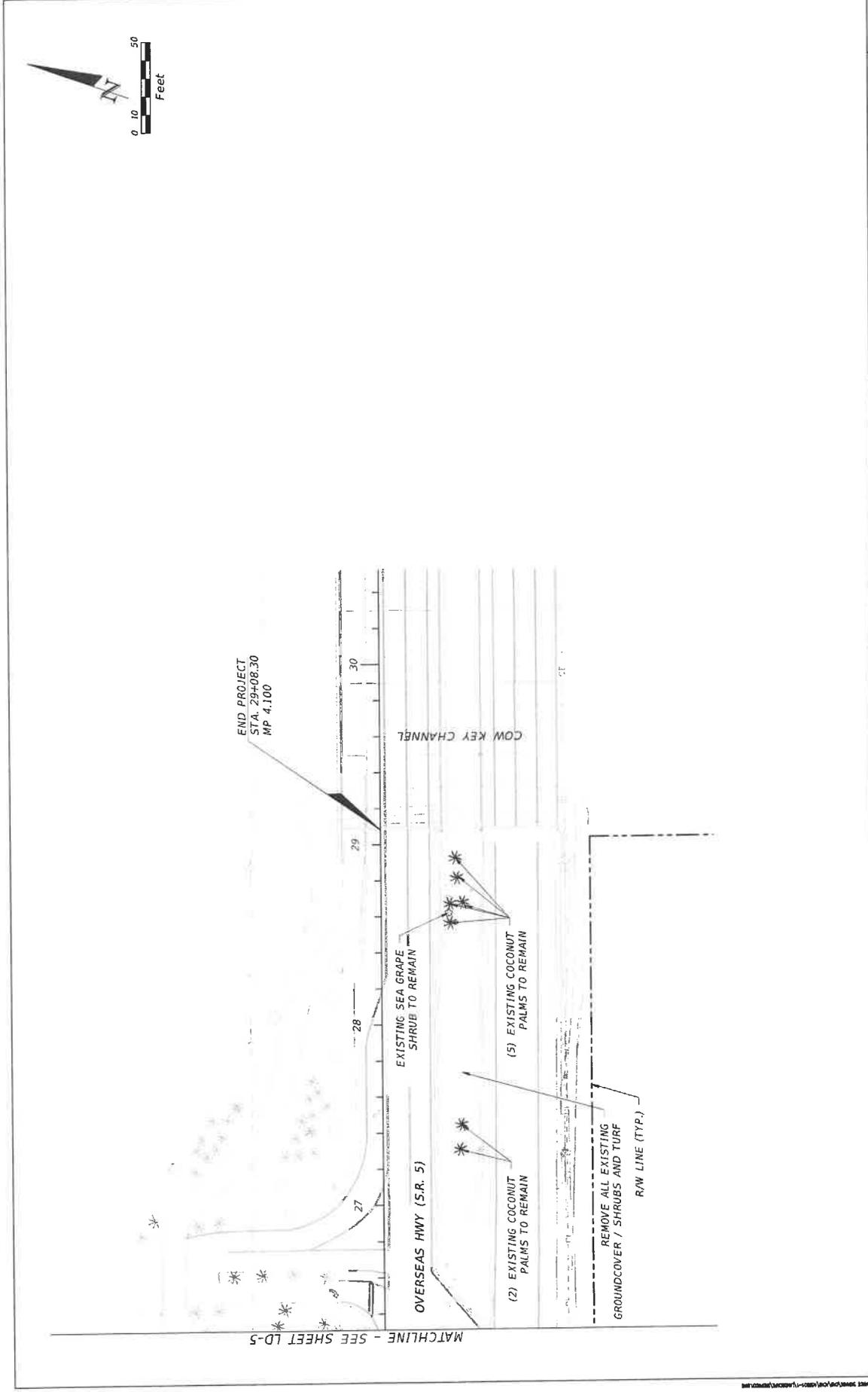
DATE	REVISIONS DESCRIPTION	DATE	DESCRIPTION

KEITH OROPEZA, RLA LICENSE #1A000023 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801		DEPARTMENT OF TRANSPORTATION ROAD NO. SR 5 COUNTY MONROE FINANCIAL PROJECT ID 4505011-74-01	
STATE OF FLORIDA		SHEET NO. LD-5	
<b>TREE DISPOSITION PLANS</b>			

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6100-11.001, F.A.C.

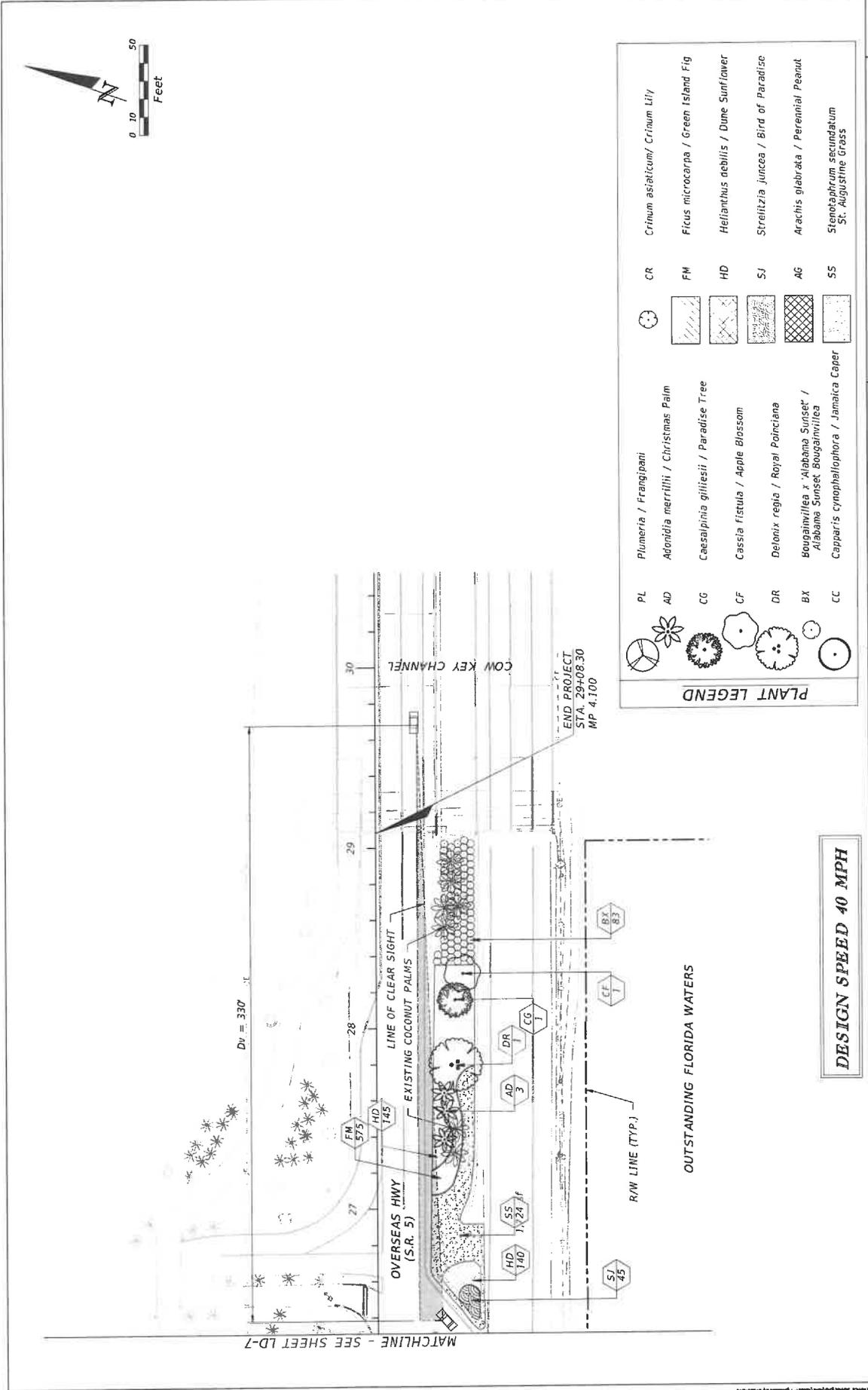
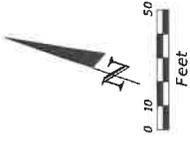


DATE	REVISIONS DESCRIPTION	DATE	DESCRIPTION

KEITH OROPEZA, P.L.A. LICENSE #1A0001023 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 5 COUNTY MONROE FINANCIAL PROJECT ID 450501-74-01 10/11/2022 12:18:56 PM Jennifer Webster	
TREE DISPOSITION PLANS		SHEET NO. LD-6	





**PLANT LEGEND**

PL	Plumeria / Frangipani	CR	Crinum asiaticum/ Crinum Lily
AD	Adonia merrillii / Christmas Palm	FM	Ficus microcarpa / Green Island Fig
CG	Caesalpinia gilliesii / Paradise Tree	HD	Helianthus debilis / Dune Sunflower
CF	Cassia fistula / Apple Blossom	SJ	Streitzia juncea / Bird of Paradise
DR	Delonix regia / Royal Poinciana	AG	Arachis glabrata / Perennial Peanut
BX	Bougainvillea x 'Alabama Sunset' / Alabama Sunset Bougainvillea	SS	Stenotaphrum secundatum / St. Augustine Grass
CC	Capparis cynophallophora / Jamaica Caper		

**DESIGN SPEED 40 MPH**

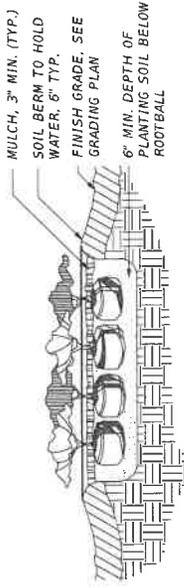
REVISIONS	DATE	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY MONROE ROAD NO. SR 5 FINANCIAL PROJECT ID 450501174-01 10/31/2022 12:51:12 PM keith@orofeza.com	SHEET NO. LD-8
DATE	DATE	DESCRIPTION		

KEITH OROFEZA, RLA  
 LICENSE #14000023  
 GAI CONSULTANTS, INC.  
 608 E. SOUTH STREET - SUITE 700  
 ORLANDO, FL 32801



**GENERAL NOTES:**

1. Staking guidelines are based on standard horticultural requirements and are provided for plant establishment purposes only. Details not intended to apply when bracing is intended to address safety considerations. When bracing for safety, refer to Designer generated signed and sealed details. These guidelines are not intended to apply when the tree or palm is within falling distance of a roadway, pedestrian or bicycle route, under extreme wind loads, non-standard soil properties, non-standard plant dimensions, or when rootball is anticipated to be greater than 4 feet diameter and planted on 1:3 slope or steeper.
2. All dimensions 6" and less are exaggerated for illustrative purposes only. Dimensions shown for wood materials are nominal. Slopes shown are Vertical/Horizontal
3. Remove plant containers prior to planting. Remove a minimum of the top 1/3 of burlap, fabric, or wire mesh for plants not grown in containers.
4. Allow no more than 1" of soil to cover the uppermost root on all trees. Set the top of root ball 1"-2" above finish grade after settling and set plumb to the horizon.
5. Backfill with loosened existing soil or as shown in the plans. Remove rocks, sticks, or other deleterious material greater than 1" in any direction prior to backfilling. Water and tamp to remove air pockets. Contact Engineer prior to planting if existing soils contain excessive sand, clay, or other material not conducive to proper plant growth.
6. Construct soil rings at the outer edge of the planting pit with a height of 3" and gently sloping sides unless a permanent, subsurface or drip irrigation system is provided. Do not pile soil on top of rootball.
7. Construct a 2"-3" deep layer of mini pine bark nugget mulch in all planting beds and tree wells. No cypress mulch shall be utilized in this project.
8. Install guying with minimum 1" wide nylon or polypropylene straps with a minimum 600 lb. break strength. Check straps monthly and adjust as required to eliminate girding of tree. Locate all wood stakes beyond the edge or soil ring in existing soil and embed a minimum of 18" below finished grade unless otherwise specified. Alternate tree bracing and guying systems specified or approved by the Engineer may be used in lieu of the tree bracing and guying methods detailed on the Index.
9. Use 2" x 2" minimum wood stakes unless otherwise shown in the Plans or directed by the Engineer. Use wood meeting #2 Common or better in accordance with the Standard Grading Rules for Southern Pine. Use 4"x4" for larger palms.
10. Drive stakes into existing, undisturbed soil. Localized compaction may be provided to prevent displacement of the stakes for previously disturbed existing soils that do not provide sufficient stability.
11. Provide 6" topsoil (organic material) Rototilled into top 6" of existing soil.

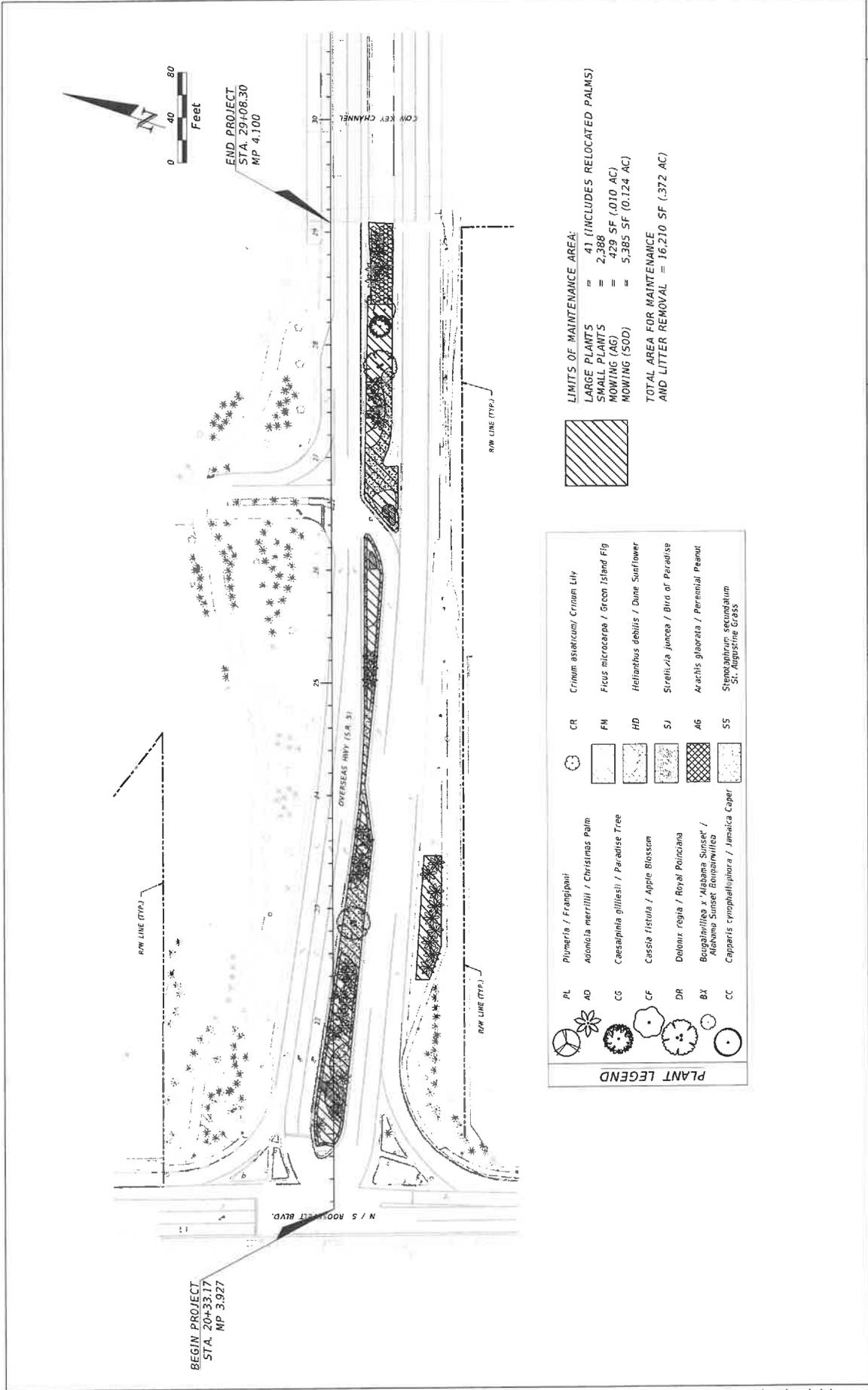


NOTE: CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS / BEDS PRIOR TO INSTALLATION

**SHRUB & GROUNDCOVER PLANTING**

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID SR 5 MONROE 45050H174401 10/17/2022 12:15:32 PM Jennifer Walscher			
KEITH ONOPEZA, RLA LICENSE #IA000023 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801		SHEET NO. LD-10	
<b>LANDSCAPE DETAILS</b>			





BEGIN PROJECT  
STA. 20+33.17  
MP 3.927

END PROJECT  
STA. 29+08.30  
MP 4.100

LIMITS OF MAINTENANCE AREA:  
 LARGE PLANTS = 41 (INCLUDES RELOCATED PALMS)  
 SMALL PLANTS = 2,368  
 MOWING (AG) = 429 SF (.010 AC)  
 MOWING (SOD) = 5,385 SF (0.124 AC)  
 TOTAL AREA FOR MAINTENANCE AND LITTER REMOVAL = 16,210 SF (.372 AC)



PLANT LEGEND	CR	FM	HD	SJ	AG	SS
Plumeria / Frangipani	Crinum asiaticum/ Crinum Lily	Ficus microcarpa / Green Island Fig	Helianthus debilis / Dune Sunflower	Strelitzia reginae / Bird of Paradise	Arachis glabrata / Perennial Peanut	Stenotaphrum secundatum / St. Augustine Grass
Adonia neerfili / Christmas Palm						
Caesalpinia gilliesii / Paradise Tree						
Cassia fistula / Apple Blossom						
Dolichos regia / Royal Poinciana						
Bougainvillea x 'Alabama Sunset' / Alabama Sunset Bougainvillea						
Capparis cynophallophora / Jamaica Caper						

REVISIONS	DESCRIPTION	DATE	DESCRIPTION	STATE OF FLORIDA	SHEET NO.
				DEPARTMENT OF TRANSPORTATION <td>LM-2</td>	LM-2
				ROAD NO. COUNTY <td></td>	
				SR 5 MONROE <td></td>	
				FINANCIAL PROJECT ID <td></td>	
				450501-174-01 <td></td>	
				10/31/2022 12:16:53 PM <td></td>	
				KEITH OROPEZA, RLA <td></td>	
				LICENSE #LAD000023 <td></td>	
				GAI CONSULTANTS, INC. <td></td>	
				618 E. SOUTH STREET - SUITE 700 <td></td>	
				ORLANDO, FL 32801 <td></td>	

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**650-050-10  
PRODUCTION SUPPORT  
OGC – 07/17**EXHIBIT C****PERMIT REQUIREMENTS**

1. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM"), also known as the "Design Manual", Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The RECIPIENT will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the RECIPIENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The RECIPIENT shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.
2. The RECIPIENT shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The RECIPIENT shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is Monica Rodriguez, District Landscape Manager at Florida Department of Transportation, District 6 located at 1000 NW 111<sup>th</sup> Avenue, Room 6251, Miami, FL 33172, Telephone number (305) 470-5452, Email address [Monica.Rodriguez@dot.state.fl.us](mailto:Monica.Rodriguez@dot.state.fl.us).
3. The RECIPIENT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The RECIPIENT is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the RECIPIENT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.
4. The RECIPIENT shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The RECIPIENT will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the RECIPIENT, except as may otherwise be provided in separate agreements. The RECIPIENT shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the RECIPIENT's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.
7. The RECIPIENT shall not cause any liens or encumbrances to attach to any portion of the DEPARTMENT'S property, including but not limited to, DEPARTMENT RIGHT-OF-WAY.

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**650-050-10  
PRODUCTION SUPPORT  
OGC – 07/17

8. The RECIPIENT shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
9. The RECIPIENT shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the RECIPIENT. The RECIPIENT shall bear all construction delay costs incurred by the DEPARTMENT.
11. The RECIPIENT shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
12. The RECIPIENT will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The RECIPIENT will be required to maintain the Project until final acceptance by the DEPARTMENT. The acceptance procedure will include a final "walk-through" by RECIPIENT and DEPARTMENT personnel. Upon completion of construction, the RECIPIENT will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the RECIPIENT shall remove its presence, including, but not limited to, all of the RECIPIENT's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
14. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the RECIPIENT. The RECIPIENT shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the RECIPIENT and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the RECIPIENT fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the RECIPIENT with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the RECIPIENT's sole cost and expense, without DEPARTMENT liability to the RECIPIENT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the RECIPIENT with an invoice for the costs incurred by the DEPARTMENT and the RECIPIENT shall pay the invoice within thirty (30) days of the date of the invoice.
15. The RECIPIENT shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The RECIPIENT shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**

650-050-10  
PRODUCTION SUPPORT  
OGC – 07/17

16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the RECIPIENT to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at (305) 470-5201.
17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
18. Restricted hours of operation will be from 9:00 am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the DEPARTMENT's Public Information Office is:

Cynthia Turcios  
Florida Department of Transportation Public Information Office  
1000 NW 111<sup>th</sup> Avenue, Room 6134  
Miami, Florida 33172  
Phone (305) 470-5349

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**

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**EXHIBIT D**  
**DELIVERABLES**

**\*THE RECIPIENT WILL NEED DEPARTMENT APPROVAL IF DEVIATING FROM  
THESE DELIVERIBLES AS SHOWN IN EXHIBIT B**

***PLEASE SEE ATTACHED***

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**

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**DELIVERABLES:**

**Florida Beautification Grant**

**FM# 450501-1-74-01**

**Date: 10/31/2022**

PLEASE REFER TO EXHIBIT B, PROJECT  
 PLANS FOR DETAILED DELIVERABLES

**ESTIMATED**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>
<b>Landscape - Large Plants</b>	Furnish & Install Trees, Palms, and Shrubs	0	EACH
Name	Spec		
<b>Landscape - Small Plants</b>	Furnish & Install Shrubs / Gr. Covers	0	EACH
Name	Spec		
Name	Spec		
Name	Spec		
<b>Landscape - Other</b>	Furnish & Install Sod and Mulch		
Sod (Square Foot Area)	Certified, Disease, Pest, & Weed Free	0	EACH
<b>Irrigation</b>	Install Irrigation System per Plans		
Irrigation System, Complete - Per Plans	Extend Exist. Irrigation into New Areas	0	L.S.

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**

650-050-10  
PRODUCTION SUPPORT  
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**EXHIBIT E**

**LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

***PLEASE SEE ATTACHED***

**FLORIDA DEPARTMENT OF TRANSPORTATION  
LANDSCAPE, IRRIGATION AND TURF  
MAINTENANCE MEMORANDUM OF AGREEMENT  
WITH THE  
CITY OF KEY WEST**

This **AGREEMENT**, entered into on February, 8       , 2023       , by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **CITY OF KEY WEST**, a municipal corporation of the State of Florida, hereinafter called the **CITY**, and collectively referred to as the **PARTIES**.

**RECITALS:**

- A. The **DEPARTMENT** has jurisdiction over **State Road (SR) 5, SR-A1A, (US-1) from North/South Roosevelt Boulevard to the Cow Key Channel Bridge**, which is located within the limits of the **CITY**; and
- B. The **CITY** has drafted design plans for beautification on SR-5 / SR-A1A, from North/South Roosevelt Boulevard to the Cow Key Channel Bridge, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and
- C. The **CITY** will construct landscape, irrigation and turf in accordance with the design plans corresponding to Financial Project ID 450501-1-74-01 (the "Project"), as approved by the **DEPARTMENT**; and
- D. It is the intent of the **PARTIES** for this **AGREEMENT** to supplement all existing Maintenance Memorandum of Agreement and existing Permits previously executed between the **DEPARTMENT** and the **CITY** with respect to the area defined in Exhibit 'A'; and
- E. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the **CITY's** responsibilities with regards to the landscape, irrigation and turf along the medians within the **PROJECT LIMITS**; and

F. The **CITY**, by Resolution No. 21-194, dated September 14th, 2021 attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

**NOW, THEREFORE**, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

**1. RECITALS**

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

**2. DEPARTMENT RESPONSIBILITIES**

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the existing and proposed landscape, irrigation and turf (the "**IMPROVEMENTS**") within the **PROJECT LIMITS** to the **CITY** upon the **DEPARTMENT's** acceptance of the **CITY's** work.

**3. CITY'S MAINTENANCE RESPONSIBILITIES**

So long as the **IMPROVEMENTS** remain in place, the **CITY** shall be responsible for the maintenance of the same, at **CITY's** sole cost and expense. The **CITY** shall maintain all the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the **CITY** shall maintain the landscape in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards as may be amended from time to time. The **CITY** shall further maintain the landscape, turf and hardscape in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **CITY's** maintenance obligations for all the **IMPROVEMENTS** shall include but not be limited to:

### 3.1 General Requirements:

- a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- b. Removing and disposing of all trimmings, roots, branches, litter, repairs, and any other debris resulting from the activities described by 3.2.
- c. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT'S** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT'S** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

### 3.2 Landscape and all Associated Improvements:

- a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**. Install sod/grass matching the adjacent areas so there is no exposed ground/soil.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement

materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.

- e. Mulching all plant beds and tree rings.
- f. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.
- g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- i. Removing and disposing of litter from roadside and median strips in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **CITY** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **CITY** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **CITY** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

#### **4. MAINTENANCE DEFICIENCIES**

If at any time it shall come to the attention of the **DEPARTMENT** that the **CITY's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **CITY MANAGER**, to notify

the **CITY** of the maintenance deficiencies. From the date of receipt of the notice, the **CITY** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**. In the event of an involuntary destruction of the **IMPROVEMENTS**, the **CITY** will have sixty (60) days to correct the cited deficiency or deficiencies pursuant to this section.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS**, or a part thereof, and invoice the **CITY** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all landscaping located within the **PROJECT LIMITS**, and charge the **CITY** the reasonable cost of such removal.

## **5. NOTICES**

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To the DEPARTMENT:** Florida Department of Transportation  
1000 Northwest 111 Avenue, Room 6205  
Miami, Florida 33172-5800  
Attn: District Maintenance Engineer

**To the CITY:** City of Key West  
1300 White Street  
Key West, FL 33040  
Attention: City Manager/Mayor

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

## **6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS**

- a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. The **DEPARTMENT** shall notify the **CITY** as soon as practicable of any such removal, relocation or adjustment of the **IMPROVEMENTS**. This notification is not subject to the notice provisions of Paragraph 5 of this **AGREEMENT**. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENT**, the **CITY's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the Project Limits.

## **7. TERMINATION**

This **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **CITY** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

## **8. TERMS**

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.

- b. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- c. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- d. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- e. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.
- f. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
- l. The **CITY** is a municipal corporation, self-insured and subject to the provisions of Section 768.28, Florida

Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **CITY's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## **9. INDEMNIFICATION**

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **CITY** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **CITY'S** exercise or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **CITY**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **CITY** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the negligence of the **DEPARTMENT**. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, as said limits may modified by statutory amendment (currently \$200,000 per person or \$300,000 per occurrence), and the **CITY** will have no further obligation to defend or hold harmless the **DEPARTMENT** in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes. The **DEPARTMENT** acknowledges that indemnification by the **CITY** may be unenforceable under Florida law, and that the **CITY** does not waive any legal defense based on the unenforceability of such indemnification position.

The **CITY'S** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **CITY'S**

receipt of the **DEPARTMENT'S** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**.

Subject to the limitations of Section 768.28, Florida Statutes, the **CITY** shall pay all costs and reasonable attorney's fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **CITY'S** evaluation of liability or its inability to evaluate liability shall not excuse the **CITY'S** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **CITY**.

IN WITNESS WHEREOF, the PARTIES hereto have caused these presents to be executed the day and year first above written.

CITY OF KEY WEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION:

BY: [Signature]  
City Manager/Mayor

BY: [Signature]  
District Director of  
Transportation Operations

ATTEST: [Signature] (SEAL)  
City Clerk

ATTEST: [Signature]  
Executive Secretary

LEGAL REVIEW:

BY: [Signature]  
City Attorney

BY: [Signature]  
District Chief Counsel

**EXHIBIT 'A'**

**PROJECT LIMITS**

Below are the limits of the landscape, irrigation and turf to be maintained under this **AGREEMENT**.

**State Road Number:** 5 and SR-A1A (US-1)

**Agreement Limits:** North/South Roosevelt Boulevard to  
the Cow Key Channel Bridge  
Median Only

**County:** Monroe

***EXHIBIT 'B'***

**CITY OF KEY WEST RESOLUTION**

To be herein incorporated once ratified by the **CITY** Board of Commissioners.

RESOLUTION NO. 21-194

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING A SUBMISSION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) OF A GRANT APPLICATION FOR RIGHT-OF-WAY BEAUTIFICATION GRANT FOR THE U.S. 1 ENTRANCE TO KEY WEST (THE TRIANGLE), IN THE AMOUNT OF UP TO \$100,000.00 FOR THIS GRANT CYCLE; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the US 1 entrance to Key West (known as "The Triangle"), needs aesthetic improvement, and the City of Key West seeks grant funding in support of such improvements, in exchange for providing ongoing maintenance of those improvements; and

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

Section 1: That submission to FDOT of an application for right-of-way Beautification for the entrance to Key West (commonly known as "The Triangle") is hereby authorized in an amount of up to \$100,000.00.

Section 2: As a condition of receiving beautification grant funds, the City would agree to accept maintenance responsibility for such improvements within the project limits.

Section 3: That the City Manager is authorized to execute the grant application and agreements and related documents associated with the grant, upon the advice and consent of the City Attorney.

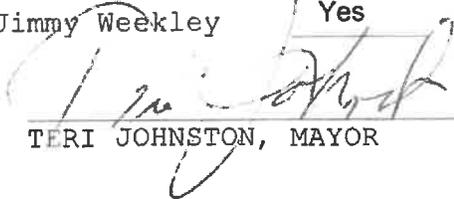
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 14th day of September, 2021.

Authenticated by the Presiding Officer and Clerk of the Commission on 15th day of September, 2021.

Filed with the Clerk on September 15, 2021.

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

  
TERI JOHNSTON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**

650-050-10  
PRODUCTION SUPPORT  
OGC – 07/17

**EXHIBIT F**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** HIGHWAY BEAUTIFICATION GRANTS – KEEP FLORIDA BEAUTIFUL

**CSFA Number:** 55.003

**\*Award Amount:** \$ 100,000

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.003 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.003 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**

650-050-10  
PRODUCTION SUPPORT  
OGC - 07/17

**EXHIBIT G**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

RESOLUTION NO. 21-194

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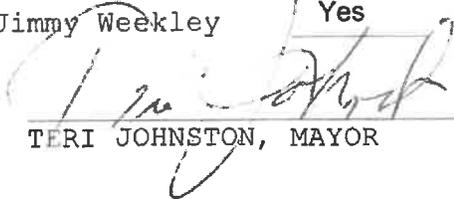
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Authenticated by the Presiding Officer and Clerk of the Commission on 15th day of September, 2021.

Filed with the Clerk on September 15, 2021.

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Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
TERI JOHNSTON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

To: [Natalie.Cortez@dot.state.fl.us](mailto:Natalie.Cortez@dot.state.fl.us)

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2H15

2/10/2023

### CONTRACT INFORMATION

<b>Contract:</b>	G2H15
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	CITY OF KEY WEST
<b>Vendor ID:</b>	F596000346001
<b>Beginning Date of This Agreement:</b>	02/09/2023
<b>Ending Date of This Agreement:</b>	06/30/2023
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$100,000.00
<b>Description:</b>	SR 5/US-1 FROM SOUTH ROOSEVELT BOULEVARD TO COW KEY BRIDGE

### FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 2/10/2023**

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55063030643
Expansion Option:	AD
Object Code:	751000
Amount:	\$100,000.00
Financial Project:	45050117401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088850/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

**Total Amount: \$100,000.00**