

CONTRACT DOCUMENTS FOR:



ITB # 23-016
KEY WEST ENTRY BEAUTIFICATION
June 2023

MAYOR: TERI JOHNSTON

COMMISSIONERS:

LISSETTE CAREY

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARY LOU HOOVER

PREPARED BY:
City of Key West
Engineering Department

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

For

KEY WEST ENTRY BEAUTIFICATION

CONSISTING OF:
BID REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
GENERAL REQUIREMENTS
DRAWINGS

KEY WEST, FLORIDA

JUNE 2023

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #23-016 KEY WEST ENTRY BEAUTIFICATION, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on **July 6, 2023** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB #23-016 KEY WEST ENTRY BEAUTIFICATION addressed and delivered to the City Clerk at the address noted above.

The proposed project consists of providing all labor, equipment, and materials for landscape improvements on US1/SR5 at the intersection of North Roosevelt and South Roosevelt Boulevard, otherwise known as “the triangle” including but not limited to: clearing and grubbing, relocation of existing trees, installation of new trees according to the drawings and specifications, and maintenance and irrigation. A detailed description of the work can be found on page 75 of this document and should be further understood by the attached construction drawings.

Drawings and Specifications may be obtained from Demand Star by Onvia and are also attached to this bid document. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or visit www.cityofkeywest-fl.gov/230/Bid-Proposals

No pre-bid meeting will be held for this invitation to bid.

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

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

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder

to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Karen Wilman, Senior Construction Manager, at karen.wilman@cityofkeywest-fl.gov. The deadline for requests is one week before bid opening.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CITY.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform themselves of the conditions relating to the execution of the work, and it is assumed that they will inspect the site and make themselves thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for themselves and to their complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform themselves of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade/type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment. The Schedule of Value must contain, at minimum, the pay items listed in the attached landscape plans. A 5% allowance should be included among the line items.

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

The Bidder shall sign their BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the

signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with their Bid their experience record showing their experience and expertise in the specified work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner and name of Owner's contact person and phone number.
6. Designer and name of Designer's contact person and phone number.

The bidder shall submit with their bid a list of items to be performed by their own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with their bid:

Anti-Kickback Affidavit
Non-Collusion Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Local Vendors Form
Domestic Partnership Affidavit
Cone of Silence Affidavit
Vendor Certification Regarding Scrutinized Companies Lists
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit

a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package. File name shall include company name.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw their BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond on behalf of the Surety must attach a notarized copy of their power-of-attorney as evidence of their authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one

conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within 90 calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids.

The CITY reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to them and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied their bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

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

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid.

The term of this contract will not exceed **60** calendar days.

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **KEY WEST ENTRY BEAUTIFICATION**
ITB# 23-016

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

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 60 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate per day consistent with section 8-10.2 of FDOT *Standard Specifications for Road and Bridge Construction* for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

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

SALES AND USE TAXES

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

LUMP SUM

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

KEY WEST ENTRY BEAUTIFICATION:

LUMP SUM LANDSCAPE IMPROVEMENTS AT KEY WEST "TRIANGLE" AS DESCRIBED
IN BID DOCUMENTS AND PLANS

\$ _____

In Words:

_____ Dollars & _____ Cents

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SUBCONTRACTORS

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

Street _____, _____, _____, _____
City State Zip

Name

Street _____, _____, _____, _____
City State Zip

Name

Street _____, _____, _____, _____
City State Zip

Name

Street _____, _____, _____, _____
City State Zip

SURETY

_____ whose address is

Street _____, _____, _____, _____
City State Zip

BIDDER

The name of the Bidder submitting this Bid is

_____ doing business at

_____, _____, _____, _____
Street City State Zip

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

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

_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set their (its) hand this _____ day of _____ 2023.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2023.

(SEAL)

Name of Corporation

By

Title

Attest

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

EXPERIENCE OF BIDDER

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

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

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the PRINCIPAL, and _____

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

having its principal place of business at _____

_____ in the State of _____,

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

hereinafter called the OBLIGEE, in the sum of _____

DOLLARS (\$ _____) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting their or its Bid for **ITB # 23-016/ KEY WEST ENTRY BEAUTIFICATION** said Bid, by reference thereto, being hereby made a part hereof.

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

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

ITB # 23-016 / KEY WEST ENTRY BEAUTIFICATION

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

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

Signed and sealed this _____ day of _____, 2023.

PRINCIPAL

By

STATE OF _____)
: SS
COUNTY OF _____)

SURETY

By

ANTI – KICKBACK AFFIDAVIT

STATE OF _____)
 : SS
COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this _____ day of _____, 2023.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

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

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

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

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

signing this sworn statement _____

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

and my relationship to the entity named above is _____

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed their
(Name of individual signing)

signature in the space provided above on this _____ day of _____, 2023.

My commission expires:

NOTARY PUBLIC

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 liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR’s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

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

- a. Principal address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name _____ Phone: _____

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

Length of time at this address: _____

Date: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification.
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before me this

_____ Day of _____, 2023.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
 : SS
COUNTY OF _____)

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

Sworn and subscribed before me this

_____ Day of _____, 2023.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

SECTION 287.135(2)(A), FLORIDA STATUTES, PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OF ANY AMOUNT IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES, OR IS ENGAGED IN A BOYCOTT OF ISRAEL. SECTION 287.135(2)(B), FLORIDA STATUTES, FURTHER PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OVER ONE MILLION DOLLARS (\$1,000,000) IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, BOTH CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES, OR THE COMPANY IS ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: _____,
PRINT NAME *PRINT TITLE*

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: _____.

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. []
2. All blank spaces in Bid filled in, using blue ink. []
3. Total and unit prices added correctly and attached Schedule of Values []
4. Addenda acknowledged. []
5. Subcontractors are named as indicated in the Bid. []
6. Experience record included. []
7. Bid signed by authorized officer and notarized. []
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. []
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. []
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. []
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. []
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. []

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2023,
by and between the CITY OF KEY WEST, hereinafter called the "Owner", and _____

_____ hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid to them by the Owner and of the covenants and agreements herein contained, hereby agrees at their own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB # 23-016 KEY WEST ENTRY BEAUTIFICATION Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ 2023, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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

The Contractor agrees to complete the work within 270 days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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

_____ Day of _____, 2023.

CITY OF KEY WEST

By

City Manager

Title

Attest

CONTRACTOR

By

Title

Attest

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2023, to furnish at their own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and their obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, their agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

KEY WEST ENTRY BEAUTIFICATION ITB 23-016

attached hereto, with the CITY, dated _____, 2023, to furnish at their own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and their obligation thereunder, including the Contract Documents (which include the permit form, coral relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid,

instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contractor

(Seal)
By

Attest

SURETY

(Seal)
By

Attest

PART 3

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DEFINITIONS

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

1. AS APPROVED

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

2. AS SHOWN, AND AS INDICATED

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

3. BIDDER

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

4. CONTRACT DOCUMENTS

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

5. CONTRACTOR

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

6. CONTRACT COMPLETION

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

7. DAYS

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

8. DRAWINGS

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

9. ENGINEER

The person or organization identified as such in the Contract Documents. The Term “ENGINEER” means ENGINEER or their authorized representative.

10. NOTICE

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

11. OR EQUAL

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

12. OWNER

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

13. PLANS (See Drawings)

14. SPECIFICATIONS

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

15. NOTICE TO PROCEED

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

16. SUBSTANTIAL COMPLETION

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

17. WORK

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

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS

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

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

19. DISCREPANCIES AND OMISSIONS

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

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

- A. CONTRACT
- B. BID
- C. SUPPLEMENTARY CONDITIONS
- D. INVITATION TO BID
- E. INSTRUCTIONS TO BIDDERS
- F. GENERAL CONDITIONS
- G. SPECIFICATIONS
- H. DRAWINGS

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

20. CHANGES IN THE WORK

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

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

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

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

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

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

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

The CONTRACTOR shall maintain on a daily basis at the jobsite, and make available to the ENGINEER on request, one current

record set of the Drawings which have been accurately marked to indicate all modifications in the completed work that differ from the design information shown on the Drawings. Upon Substantial completion of the work, the CONTRACTOR shall give the ENGINEER one complete set of these marked up record Drawings.

23. ADDITIONAL CONTRACT DOCUMENTS

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

24. OWNERSHIP OF CONTRACT DOCUMENTS

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

THE ENGINEER

25. AUTHORITY OF THE ENGINEER

The ENGINEER will be the OWNER's representative during the construction period. Their authority and responsibility will be limited to the Provisions set forth in these Contract Documents. The ENGINEER will have the Authority to reject work that does not conform to the Contract Documents. However, neither the ENGINEER's authority to act under this Provision, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any SUBCONTRACTOR, their respective Sureties, any of their agents or employees, or any other person performing any of the work.

26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

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

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

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

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or Procedures of construction, or the safety Precautions and Programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to

perform or furnish the work in accordance with the Contract Documents.

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

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

28. REJECTED WORK

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

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

29. LINES AND GRADES

Lines and grades shall be established as provided in the supplementary conditions. All stakes, marks, and other reference information shall be carefully preserved by the CONTRACTOR, and in case of their careless or unnecessary destruction or removal by them or their employees, such stakes, marks, and other information shall be replaced at the CONTRACTOR's expense.

30. SUBMITTALS

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

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

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

ENGINEER will review submittals with reasonable Promptness, but ENGINEER's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or Procedures of construction (except where a specific means, method, technique, sequence, or Procedure of construction is indicated in or required by the Contract Documents) or to safety Precautions or Programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR

shall make corrections required by ENGINEER, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on Previous submittals.

ENGINEER's review of submittals shall not relieve CONTRACTOR from the responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated therein or accompanying the shop drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the Provisions herein. Where a shop drawing or sample is required by the specifications, any related work performed prior to ENGINEER's review and approval of the pertinent submission shall be at the sole expense and responsibility of the CONTRACTOR.

31. DETAIL DRAWINGS AND INSTRUCTIONS

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

THE CONTRACTOR AND THEIR EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

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

33. SUBCONTRACTING

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

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

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

34. INSURANCE AND LIABILITY

A. GENERAL

The CONTRACTOR shall provide (from insurance companies acceptable to the OWNER) the insurance coverage designated hereinafter and pay all costs before commencing work under this Contract. The CONTRACTOR shall furnish the OWNER with certificates of insurance specified herein showing the type, amount class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

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

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

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder and

such insurance has been reviewed by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on their subcontract until insurance specified below has been obtained. Review of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder.

C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

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

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

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

E. BUILDERS RISK ALL RISK INSURANCE

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

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

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

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

35. INDEMNITY

To the maximum extent permitted by law, the CONTRACTOR shall indemnify and defend the OWNER and the ENGINEER, and their officers, employees, agents, and sub-consultants, from all claims and losses, including attorney's fees and litigation costs arising out of Property losses or health, safety, personal injury, or death claims by the CONTRACTOR, its SUBCONTRACTORS of any tier, and their employees, agents, or invitees regardless of the fault, breach of Contract, or negligence of the OWNER or ENGINEER, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the OWNER or the

ENGINEER and regardless of whether or not the CONTRACTOR is or can be named a party in a litigation.

36. EXCLUSION OF CONTRACTOR CLAIMS

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

37. TAXES AND CHARGES

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

38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

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

39. CODES, ORDINANCES, PERMITS AND LICENSES

The CONTRACTOR shall keep themselves fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The CONTRACTOR shall at all times comply with said codes and ordinances, laws, and regulations, and protect and indemnify the OWNER, the ENGINEER and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the CONTRACTOR, unless otherwise specified.

40. SUPERINTENDENCE

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

41. RECEPTION OF ENGINEER'S COMMUNICATIONS

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

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

42. SAFETY

The CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and Property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety Provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal,

state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The CONTRACTOR's failure to thoroughly familiarize themselves with the aforementioned safety Provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

The CONTRACTOR shall develop and maintain for the duration of this Contract, a safety Program that will effectively incorporate and implement all required safety Provisions. The CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety Program. The duty of the ENGINEER to conduct construction review of the work does not include review or approval of the adequacy of the CONTRACTOR's safety Program, safety supervisor, or any safety measures taken in, on, or near the construction site. The CONTRACTOR, as a part of their safety Program, shall maintain at their office or other well-known place at the jobsite, safety equipment applicable to the work as Prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the Procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

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

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

43. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall at all times safely guard and Protect from damage the OWNER's Property, adjacent Property, and their own work from injury or loss in connection with this Contract. All facilities required for Protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained. The CONTRACTOR shall Protect their work and materials from damage due to the nature of the work, the elements, carelessness of other CONTRACTORS, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the Prosecution of the work, or from the action of the elements, shall be sustained by the CONTRACTOR.

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

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

45. MATERIALS AND APPLIANCES

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

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

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

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

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

47. SUBSTITUTION OF MATERIALS

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

48. TESTS, SAMPLES, AND OBSERVATIONS

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

The OWNER, ENGINEER, and authorized government agents, and their representatives shall at all times be Provided safe access to the work wherever it is in Preparation or Progress, and the CONTRACTOR shall Provide facilities for such access and for observations, including maintenance of temporary and permanent access.

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the CONTRACTOR shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the ENGINEER, it shall, if required by the ENGINEER, be uncovered for examination at the CONTRACTOR's expense. Reexamination of questioned work may be ordered by the ENGINEER, and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the OWNER will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the CONTRACTOR shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the CONTRACTOR.

49. ROYALTIES AND PATENTS

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

50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

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

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

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

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

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

53. SCHEDULES AND PROGRESS REPORTS

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

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

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

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

54. PROSECUTION OF THE WORK

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

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

55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

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

56. OWNER'S RIGHT TO DO WORK

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

57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

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

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

58. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR is delayed in the Progress of the work by any act or neglect of the OWNER or the ENGINEER, or by any separate CONTRACTOR employed by the OWNER, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the CONTRACTOR, within 48 hours of the start of the occurrence, gives written notice to the OWNER of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the CONTRACTOR gives written notice to the OWNER of any actual time extension requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the ENGINEER determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time. No extension of time will be granted to the CONTRACTOR for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract. No extension of time will be considered for weather conditions reasonably anticipated for the area in which the work is being performed. Reasonably anticipated weather conditions will be based on official records of monthly Precipitation and other historical data. Adverse weather conditions, if determined to be of a severity that would impact Progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the CONTRACTOR or their SUBCONTRACTORS, including OWNER-selected equipment shall not be considered as a just cause for delay, unless the OWNER determines that for good cause the delay is

beyond the control of the CONTRACTOR. The CONTRACTOR shall be fully responsible for the timely ordering, scheduling, complete the work is the per-diem rate, as stipulated in the Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs, which may be accrued by the OWNER after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

59. DIFFERING SITE CONDITIONS

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

- A. subsurface or latent physical conditions at the site which differ materially from those indicated in this contract,
- B. unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

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

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

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

60. LIQUIDATED DAMAGES

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

61. OTHER CONTRACTS

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

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

62. USE OF PREMISES

The CONTRACTOR shall confine their equipment, the storage of materials and the operation of their workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the ENGINEER, and shall not unreasonably encumber the Premises with their materials. The CONTRACTOR shall provide, at their own expense, the necessary rights-of-way and access to

the work, which may be required outside the limits of the OWNER's Property and shall furnish the ENGINEER copies of permits and agreements for use of the Property outside that provided by the OWNER.

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

63. SUBSTANTIAL COMPLETION DATE

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

64. PERFORMANCE TESTING

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

65. OWNER'S USE OF PORTIONS OF THE WORK

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

66. CUTTING AND PATCHING

The CONTRACTOR shall do all cutting, fitting, or patching of their work that may be required to make its several parts come together Properly and fit it to receive or be received by work of other CONTRACTORS shown upon or reasonably implied by the Drawings.

67. CLEANING UP

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

PAYMENT

68. PAYMENT FOR CHANGE ORDERS

The OWNER's request for quotations on alterations to the work shall not be considered authorization to proceed with the work expediting, delivery, and installation of all equipment and materials. Within a reasonable period after the CONTRACTOR submits to the OWNER a written request for an extension of time, the ENGINEER will Present their written opinion to the OWNER as to whether an extension of time is justified, and, if so, their recommendation as to the number of days for time extension. The OWNER will make the final decision on all requests for extension of time.

Prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and profit. OWNER may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the

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

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

A. UNIT PRICES

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

B. LUMP SUM

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

C. COST REIMBURSEMENT WORK

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

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

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the OWNER.
2. Material delivered and used on the designated work, including sales tax, if paid by the CONTRACTOR or their SUBCONTRACTOR.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100. Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.
4. Additional bond, as required and approved by the OWNER.
5. Additional insurance (other than labor insurance) as required and approved by the OWNER.

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

An additional fixed fee shall be 5% and allowed the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by a SUBCONTRACTOR of a SUBCONTRACTOR, unless by written permission from the OWNER.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, Profit, and any other general expense. The CONTRACTOR's records shall make clear distinction between the direct costs of work paid for on a cost reimbursement basis and the costs of other work. The CONTRACTOR shall furnish the ENGINEER report sheets in duplicate of each day's cost reimbursement work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished

by the CONTRACTOR, SUBCONTRACTOR or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

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

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

69. PARTIAL PAYMENTS

A. GENERAL

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

B. ESTIMATE

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

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

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

1. The work is defective, or completed work has been damaged requiring correction or replacement;
2. Written claims have been made against OWNER or Liens have been filed in connection with the work;
3. The Contract Price has been reduced because of Change Orders;
4. OWNER has been required to correct defective work or complete the work in accordance with Article OWNER'S RIGHT TO DO WORK;
5. Of CONTRACTOR's unsatisfactory Prosecution of the work in accordance with the Contract Documents; or
6. CONTRACTOR's failure to make payment to SUBCONTRACTORS or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

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

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

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

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

1. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than \$200 for any one item.
2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the CONTRACTOR to include a list of such materials on the Partial Payment Request. At their sole discretion, the ENGINEER may approve items for which partial payment is to be made. Partial payment shall be based on the CONTRACTOR's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and Protection shall be provided by the CONTRACTOR, and as approved by the ENGINEER. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.
3. CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
4. If requested by the ENGINEER, the CONTRACTOR shall provide, with subsequent pay requests, invoices received by the supplier showing payment in full has been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the CONTRACTOR from the amount earned, the amount due will be made payable to the CONTRACTOR. Recommendations for payment received by the OWNER less than 9 days Prior to the scheduled day for payment will not be Processed or paid until the following month.

70. CLAIMS FOR EXTRA WORK

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

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

provided in Article PAYMENT FOR CHANGE ORDERS.

71. RELEASE OF LIENS OR CLAIMS

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

72. FINAL PAYMENT

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

73. NO WAIVER OF RIGHTS

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

74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 “ENGINEER”

Delete Article “ENGINEER” in its entirety and substitute the following:

The person or organization identified as such in the Contract Documents. The Term “ENGINEER” means authorized OWNER’s representative.

ARTICLE 32 “CONTRACTOR, AN INDEPENDENT AGENT”

Add the following:

A. ASSIGNMENT OF CONTRACT

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

ARTICLE 34 "INSURANCE & LIABILITY”

Delete Articles 34 A, B,C, D & E and substitute the following:

Contractor shall maintain limits no less than those stated below:

GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida (“City”), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor’s Liability policies with the exception of the Contractor’s Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured’s" provision). The City’s additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City’s sole discretion, terminate or

suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).

- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors.

Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Add the following Article:

G. SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having their place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida. If requested, Contractor shall Provide Proof of Florida Licensure for all insurance companies. The City of Key West shall be named as Additional Insured on the insurance certificates.

ARTICLE 35 "INDEMNITY"

Delete Article "INDEMNITY" in its entirety and substitute the following:

INDEMNITY

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 liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the 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 the Work. This indemnification shall continue beyond the date of completion of the work.

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

Add the following:

A. NOISE ORDINANCE

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

B. "LICENSES"

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

1. Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents.
2. Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of

Chapter 18 of the Code of Ordinances of the City of Key West to enter the Agreement contained in the Contract Documents.

3. Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:
 - a.) City of Key West Tax License Receipt;
 - b.) A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida
 - c.) A valid occupational license issued by the City of Key West, Florida.

ARTICLE 40 "SUPERINTENDENCE"

Add the following sub article:

The CONTRACTOR shall keep at the project site, competent supervisory personnel, able to read, write and speak English to effectively communicate with City staff.

ARTICLE 42 "SAFETY"

Add the following sub article:

OCCUPATIONAL SAFETY AND HEALTH

The Contractor shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract.

ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

HISTORIC PRESERVATION

The Contractor shall comply with Florida's Archives and Historic Act (Florida Statutes, Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the project.

ARTICLE 57 "OWNERS RIGHT TO TRANSFER EMPLOYMENT"

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

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

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

ARTICLE 60 "LIQUIDATED DAMAGES"

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

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

ARTICLE 68 "PAYMENT"

Sub article C. "COST REIMBURSEMENT WORK"

Delete the third & fourth paragraph in its entirety & substitute the following;

In addition to 1 through 5 above, an added fixed fee of 15 percent (%) for general overhead & profit shall be allowed for the CONTRACTOR (or approved SUBCONTRACTOR) executing the Cost Reimbursement work.

An additional fixed fee of 5 % will be allowed the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by the SUBCONTRACTOR of a SUBCONTRACTOR.

ARTICLE 69 "PARTIAL PAYMENTS"

Delete the first paragraph of Sub Article B. "ESTIMATE" and substitute the following:

No more than once each month the Contractor shall submit to the ENGINEER a detailed estimate of the amount earned during the preceding month for the separate portions of the work and request payment. As used in this Article the words "amount earned" means the value, on the date of the estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the ENGINEER.

Sub Article C. "DEDUCTION FROM ESTIMATE

Delete third sentence in its entirety and substitute add the following;

1. When the work is 90 per cent complete, the OWNER may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the CONTRACTOR is making satisfactory progress and there is no specific cause for greater retainage.

Delete Sub article E. "PAYMENT" in its entirety and substitute the following:

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

ARTICLE 72 "FINAL PAYMENT"

Delete Article "FINAL PAYMENT" in its entirety and substitute the following:

FINAL PAYMENT

Upon completion of the work the Contractor shall notify the ENGINEER, in writing, that he has completed it and shall request final payment. The Contractor shall be responsible for keeping an accurate and detailed record of their actual construction. Upon completion of construction and before final acceptance and payment the Contractor shall furnish the ENGINEER as-built drawings of their construction. Upon receipt of a request for final payment and the as-built drawings the ENGINEER will inspect and, if acceptable, submit to the Owner their recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due them under the provisions of these Contract Documents.

A. Acceptance and Final Payment

Whenever the Contractor has completely performed the work provided for under the Contract and the ENGINEER has performed a final inspection and made final acceptance and subject to the terms of the ENGINEER will prepare a final estimate showing the value of the work as soon as the ENGINEER makes the necessary measurements and computations. The ENGINEER will correct all prior estimates and payments in the final estimate and payment. The OWNER will pay the estimate, less any sums that the OWNER may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (4) below.

1. The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the OWNER, as full settlement of their account under the Contract and of all claims in connection therewith, or the Contractor, accepted the balance due or refunded the overpayment, as determined by the OWNER, with the stipulation that their acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the OWNER. To receive payment based on a FINAL PAYMENT CERTIFICATE, The Contractor further agrees, by submitting a FINAL PAYMENT CERTIFICATE that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original FINAL PAYMENT CERTIFICATE , and that he will commence with any such arbitration claim or suit within 15 calendar days from and after the time of final PAYMENT of the work and that their failure to file a formal claim within this period constitutes their full acceptance of the ENGINEER's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.
2. The Contractor has properly maintained the project, as specified hereinbefore.
3. The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the OWNER in the performance of the Contract.
4. Final payment will not be released until the City receives Certified As-built drawings in Auto Cad & Adobe format as well as:

As-Built Drawing Standards:

All supplied data collections, as-builts, drawings and files to be compatible with esri ArcGIS 10.7.1 Software. The current computing environment consists of:

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

Interfaces and Integrations:

The City of Key West uses a number of software applications critical to its core operation and mission. The proposed mobile asset data collection solution will need to interface or integrate with these existing platforms. - Arc Collector-ArcGIS Online - ArcMap 10.2

END OF SECTION

PART 4

GENERAL REQUIREMENTS

& SCOPE OF WORK

SECTION 01001
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 MOBILIZATION AND DEMOBILIZATION

- A. Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization will be included in the lump sum price indicated in the BID. Parking for vehicles used on site will be determined by the ENGINEER prior to mobilization.
- B. DAILY REPORTS
 - 1) The CONTRACTOR shall submit daily reports of construction activities for each site, including non-work days. The report shall include:
 - a) Manpower, number of workers by craft
 - b) Quality Control
 - c) Equipment on the Project
 - d) Major deliveries
 - e) Activities worked
 - f) New problems
 - g) Other pertinent information
 - 2) A similar report shall be submitted for/by each Subcontractor.
 - 3) The reports shall be submitted to the ENGINEER upon request.

1.2 SCHEDULING

- A. Prior to starting the work, confer with the ENGINEER and Owner's representative to develop an approved work schedule. Which will permit the surrounding facilities to function as normally as practical. It may be necessary to do certain parts of the work outside normal working hours to avoid undesirable conditions. The Contractor shall do this work at such times and at no additional cost to the Owner.
- B. SPECIAL EVENTS: Contractor may be asked to stop work during special events.
- C. NIGHT WORK: Work which may require the temporary shutdown of facilities will be performed at night when Jacobs staff and flowrates allow.
- D. CONTRACTOR shall notify all residents and proprietors adjacent to construction site of work to be performed, more specifically the notice shall state the day and time construction will begin, the name and phone number of the Contractor's representative responsible for the completion of the proposed improvements. Notice shall also include the Owner's representative for the project.

1.3 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the

site, the conformation and conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can any way affect the work or the cost thereof under this Contract.

- B. The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from their inspection of the site and from reviewing any available records of exploratory work furnished by the Owner or included in these Documents. Failure by the Contractor to become acquainted with the physical conditions of the site and all available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- C. 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.
- D. 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.

1.4 INFORMATION ON SITE CONDITIONS

- A. General: Any information obtained by the ENGINEER regarding site conditions, subsurface information, water level, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the ENGINEER upon request. Such information is offered as supplementary information only. Neither the ENGINEER nor the Owner assumes any responsibility for the completeness or interpretation of such supplementary information.

1.5 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to telephone, television, gas, water, sewer, or irrigation systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor.
- B. 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.
- C. Neither the Owner nor its Officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- D. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be

allowed to exist outside working hours unless prior approval is granted.

- E. The Contractor shall replace, at their own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents or ordered by the ENGINEER.

1.6 TEMPORARY WATER

- A. The Contractor shall make their own arrangements to obtain suitable water for any need and shall pay all costs.

1.7 TEMPORARY ELECTRIC POWER

- A. The Contractor shall make their own arrangements to obtain and pay for electrical power used until final acceptance by the Owner.

1.8 SAFETY REQUIREMENTS FOR TEMPORARY ELECTRIC POWER

- A. Temporary electric power installation shall meet the construction Safety requirements of OSHA, State, and other governing agencies.

1.9 SANITARY FACILITIES

- A. The Contractor shall provide and maintain sanitary facilities for their employees and their subcontractor's employees that will comply with the regulations of the local and State Departments of Health and as directed by the Owner.

1.10 STORAGE OF MATERIALS

- A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other clean hard surfaces and not on the ground. Stored materials shall be located to facilitate prompt inspection. Stored materials on city property must be safe and secured from the general public and if necessary, they must be fitted with lights at night. Private property shall not be used for storage purposes without the written permission of the owner or lessee. Materials shall not be stored where access to any structure, plot, or road is blocked. Location of stored materials approved by the ENGINEER or their designee.
- B. Delicate instruments and materials subject to vandalism shall be placed under lock cover and, if necessary, provided with temperature control as recommended by the manufacturer.

1.11 CONSTRUCTION SAFETY PROGRAM

- A. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- B. The duty of the ENGINEER to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program or any safety measures taken in, on, or near the construction site.

- C. The Contractor shall do all work necessary to protect the public from hazards, including, but not limited to, surface irregularities, or unramped grade changes on pedestrian walkways and docks. Barricades, lights, and proper signs shall be furnished in sufficient amounts to safeguard the public and the work.
- D. The performance of all work shall be in accordance with the applicable governing safety authorities.

1.12 ACCIDENT REPORTS

- A. If death or serious injuries or serious damages are caused; the Contractor must promptly report by telephone or messenger to the ENGINEER. In addition to all federal, state, and local requirements,, the Contractor must promptly report in writing to the ENGINEER all accidents whatsoever arising out of or in connection with, the performance of the work whether on, or adjacent, to the site, giving full details and statements of witnesses.
- B. If a claim is made against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.

1.13 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner and shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

1.14 SITE RESTORATION AND CLEANUP:

- A. At all times during the work keep the premises clean and orderly and upon completion of daily work repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences regardless of whether these are on private property, or State, County, or City rights-of-way. Remove all excavated materials from grassed and planted areas and leave these surfaces in a condition equivalent to their original condition.
- C. Thoroughly clean all spilled dirt, gravel, sand, and other foreign materials caused by the construction operations from all streets and roads, grass, pathways, docks, or concrete walkways and from adjacent areas at the conclusion of each day's operation. Truck or equipment wash down is not to be performed on city or government property.

1.15 FINISHING OF SITE AND STORAGE AREAS

- A. Upon completion of the project, all areas used by the Contractor shall be properly cleared of

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

1.16 PREVENTION

- A. Applicable environmental regulations shall be strictly adhered to.

1.17 PAYMENT

- A. The cost of the work in this section is considered incidental to the contract.

END OF SECTION

SCOPE OF WORK

GENERAL DESCRIPTION:

The proposed project consists of providing all labor, equipment, and materials for landscape improvements on US1/SR5 at the intersection of North Roosevelt and South Roosevelt Boulevard, otherwise known as “the triangle,” including but not limited to clearing and grubbing, relocation of existing trees, installation of new trees according to the drawings and specifications, and maintenance and irrigation. A detailed planting schedule may be found on page LD-3 of the landscape plans. Maintenance includes a one-year establishment period, as described in LM-1 of the technical maintenance plans.

CITY OF KEY WEST CONTACT:

CITY PROJECT MANAGER (PM): Karen Wilman

Phone No: 305-809-3963

E-mail: Karen.Wilman@cityofkeywest-fl.gov

DRAWINGS / SKETCHES / PHOTOS:

The following drawings, sketches and photos accompany this project description and are a part thereof. Drawings, Sketches and Photos are the property of the City and shall not be used for any purpose other than that contemplated by this project:

ATTACHMENTS:

- 1) Landscape plans
- 2) Maintenance plans
- 3) Florida Department of Transportation Beautification Grant G2H15

Note: The contractor shall review attached beautification grant G2H15 and abide by all requirements as they pertain to the contractor.

PROJECT SCHEDULE:

Project shall be completed in 60 calendar days from date of Notice to Proceed.

SPECIFIC PROJECT REQUIREMENTS:

Note: All measurements given in this document are approximate and are in no way to be construed by the contractor as absolute. The contractor shall be responsible for his own field investigation and measurements. The City will assume no responsibility for the contractor failing to make his or her own measurements. All discrepancies at the site found by the contractor shall be brought to the attention of the City prior to commencing.

EXAMINATION OF PREMISES:

Prior to submitting proposals, Contractors are expected to inspect the project site and satisfy themselves as to the general and local conditions that may affect the cost of performance of the work to the extent that such information is reasonably obtainable.

The project manager will announce a specific date and time when contractors will be allowed to visit the project site.

LICENSES AND PERMITS:

The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes and regulations in connection with prosecution of the work.

Maintenance of traffic permits from the Florida Department of Transportation will be required.

PRE-PERFORMANCE MEETING:

Prior to beginning any work, the Contractor shall meet with the project manager in order that an approved schedule and sequence of work may be arranged. This meeting shall be held within 14 calendar days after issue date of the Notice to Proceed.

The Contractor agrees to prosecute the work with sufficient diligence to ensure completion within the time specified.

All work shall be accomplished between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday (excluding Federal Holidays) unless other times are specifically pre-arranged with the Project manager's representative.

Invoice forms and processing will be distributed and discussed during this Pre-Construction Meeting.

CLEANUP:

The Contractor shall at all times keep the work area free from accumulations of waste materials. Combustibles and waste materials, rubbish and other items shall be removed from the work site each workday. Before completing the work, the Contractor shall remove from the work area and premises any tools, equipment, and materials that are not the property of the City, etc. Upon completing all work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Project manager.

DISPOSAL:

All generated/construction waste shall be removed off Government property and disposed of in accordance with all local, State and Federal regulations at the Contractor's expense.

COOPERATION WITH OTHER CONTRACTORS:

Attention is invited to the fact that other Contractors may be engaged in similar and supporting work requiring close cooperation. The Contractor shall cooperate and schedule their work to avoid conflict with and interruption of the work of others insofar as practical. In the case of conflicts with other Contractors that cannot be resolved satisfactorily, the matter shall be referred to the Project manager for decision, and such decision shall be final, subject to right of appeal in accordance with the terms of this contract.

UNFORESEEN MAJOR REPAIRS:

Should deteriorated material of a major nature be uncovered in the course of the work, it shall be brought to the attention of the Project manager. All repairs shall be made only as directed in writing, by the Project manager.

Any additional work that may increase the original cost of this contract must be approved and funded prior to executing of same.

EXISTING WORK:

Operations affecting existing work shall be executed with care so as not to damage work in place; and all work damaged by such operations shall be rectified or be replaced without additional cost to the City and be satisfactory to the Project manager. Care shall be taken when removing all existing equipment, fasteners and be protected with the intention to Re-use existing services.

AVAILABILITY OF UTILITIES:

All reasonable amounts of electric and water service will be made available to the Contractor by the City from the nearest suitable and available connection. The contractor is fully responsible for all material and labor costs associated with the utility connection.

INTERRUPTION OF UTILITIES SERVICES:

Permission to interrupt any Activity roads and/or utility services such as water, sanitary sewer, telephone and electric shall be requested in writing a minimum of fourteen (14) calendar days prior to the desired date of interruption.

Make utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Government holidays.

STORM PROTECTION:

In an effort to ensure all contractors are prepared for hurricane conditions, the City requests that each contractor provide a hurricane plan to the Project manager if any construction work under this contract falls within the hurricane season which starts 01 June and ends 30 November. This plan shall address the following:

1. What your company and associated subcontractors will do during each Hurricane Condition.
2. Key personnel contact information (home, work, cell, and pager numbers).
3. List of equipment essential to hurricane recovery and associated operator.

MINIMUM INSURANCE REQUIREMENTS: Refer to General Conditions of the Contract

SUPERVISION:

The Contractor shall have a Superintendent fluent in English on the job site during working hours. Approval of on-site Superintendent is required prior to start of construction. Provide resumes describing their experience with references and qualifications to the Project manager for approval.

Minimum SSHO Requirements are 3 years work on similar projects, completion of the 30-hour OSHA construction safety class within the last 3 years and competent person training for work of this project.

The Superintendent may also be the Site Safety and Health Officer (SSHO).
The Quality Control (QC) Manager may serve in any other position.
Superintendent shall also be responsible for updating the project schedule.

- End SOW -

PART 5
CONSTRUCTION DRAWINGS &
SPECIFICATIONS

ATTACHMENT 1
LANDSCAPE PLANS

CITY OF KEY WEST, FLORIDA

CONSTRUCTION PLANS

FINANCIAL PROJECT ID 450501-1-74-01

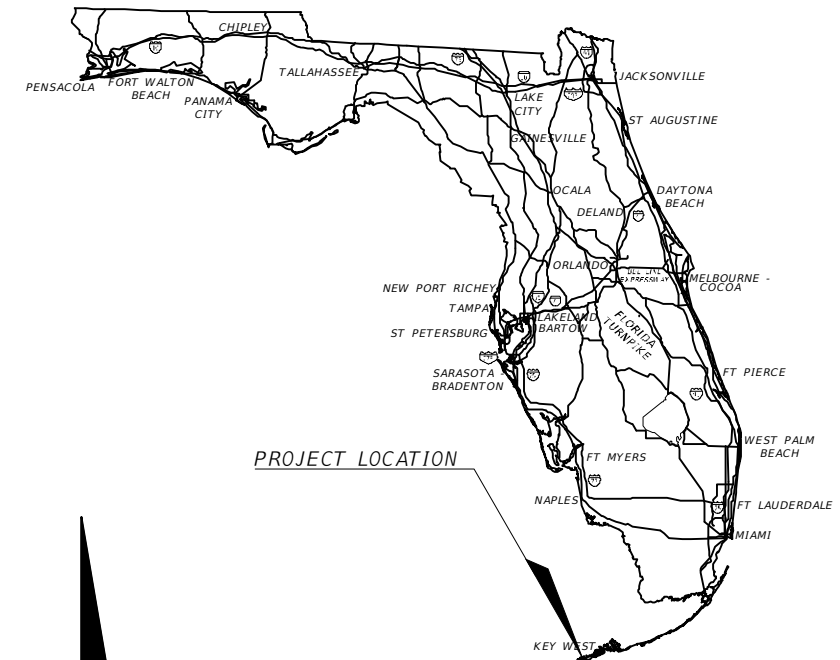
MONROE COUNTY (9001-0000)

U.S. 1/ S.R. 5

LANDSCAPE PLANS

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SUMMARY OF PAY ITEMS
LD-3	TABULATION OF QUANTITIES
LD-4	GENERAL LANDSCAPE NOTES
LD-5 & LD-6	TREE DISPOSITION PLANS
LD-7 & LD-8	LANDSCAPE PLANS
LD-9	LANDSCAPE DETAILS
LD-10	LANDSCAPE DETAILS



LANDSCAPE PLANS PROFESSIONAL OF RECORD:

THIS DOCUMENT HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

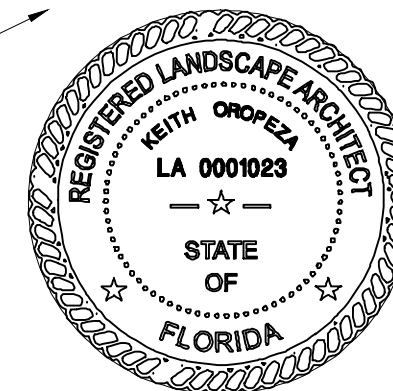
PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED SIGNED AND
SEALED. THE SIGNATURE MUST BE
VERIFIED ON THE ELECTRONIC
DOCUMENTS.

GAI CONSULTANTS, INC.
618 E. SOUTH STREET, SUITE 700
ORLANDO, FL 32801
KEITH OROPEZA LA NO. 0001023

FDOT PROJECT MANAGER:

MAITE MEDINA

FINAL PLANS
10-31-22



END PROJECT
STA. 29+08.30
MP 4.100

BEGIN PROJECT
STA. 20+33.17
MP 3.927



T-67-S
T-68-S

R-25-E



A GAI Consultants Service Group

LANDSCAPE ARCHITECTURE

618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
Phone: (407) 423-8398
Fax: (407) 843-1070
Contact: Keith Oropeza, RLA



Call 811 or visit sunshine811.com two full
business days before digging to have
buried facilities located and marked.
Check positive response codes before you dig!

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2022-23 Standard Plans for Road
and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available
at the following website: <http://www.fdot.gov/design/dstandardplans>

APPLICABLE IRs: None

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, JULY 2022 Standard Specifications
for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T-0000	23	LD-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

FLORIDA DEPARTMENT OF TRANSPORTATION
 PROJECT SUMMARY OF PAY ITEMS
 FOR PROJECT: 450501-1-74-01

Item #	Pay Item #	Pay Size	Code	Description					TOTAL	UNIT
1	101-1			MOBILIZATION					1	LS
2	102-1			MAINTENANCE OF TRAFFIC					1	LS
3	104-18			INLET PROTECTION SYSTEM					5	EA
4	110-1-1			CLEARING AND GRUBBING					1	LS
5	581-1-8			RELOCATE TREES AND PALMS, >=14' OF CLEAR TRUNK, SABAL PALM ONLY					9	EA
LANDSCAPE COMPLETE - LARGE PLANTS										
		Pay Size	Code	(Botanical/Common)		Cont / Size	Spacing			
6	580-1-2	Large	AD	Adonidia merrillii / Christmas Palm	F.G.	100 Gal, B&B	12'x6 Gray Wood	As Shown	19	EA
7	580-1-2	Large	CC	Capparis cynophallophora / Jamaica Caper	F.G.	65 Gal	8' x 4' Full	As Shown	1	EA
8	580-1-2	Large	CG	Caesalpinia gilliesii / Paradise Tree	RPG	65 Gal	14'-16'x6	As Shown	1	EA
9	580-1-2	Large	CR	Crinum asiaticum / Crinum Lily	F.G.	7 Gal		As Shown	7	EA
10	580-1-2	Large	CF	Cassia fistula / Apple Blossom	RPG	65 Gal	12'-14'x6	As Shown	1	EA
11	580-1-2	Large	DR	Delonix regia / Royal Poinciana	F.G.	65 Gal	14'-16'x6	As Shown	2	EA
12	580-1-2	Large	PL	Plumeria / Frangipani	F.G.	45 Gal	7' x 4'	As Shown	1	EA
LANDSCAPE COMPLETE SMALL PLANTS										
13	580-1-1	Small	BX	Bougainvillea x 'Alabama Sunset' / Alabama Sunset Bougainvillea		5 gal	24"x24"; Full Pot	48" o.c.	83	EA
14	580-1-1	Small	FM	Ficus microcarpa / Green Island Fig		3 gal	12"x12"; Full Pot	24" o.c.	1,526	EA
15	580-1-1	Small	HD	Helianthus debilis / Dune Sunflower		3 gal	14"x16"; Full Pot	18" o.c.	488	EA
16	580-1-1	Small	SJ	Strelitzia juncea / Bird of Paradise		3 gal	Full Pot	24" o.c.	70	EA
17	580-1-1	Small	AG	Arachis glabrata / Perennial Peanut		1 gal	4"-6" x 12"-18"	18" o.c.	221	EA
TURF										
18	570-1-2	Turf	SS	Stenotaphrum secundatum / St. Augustine Grass	SY	Solid mat	Solid mat	Solid	598	SY
ESTABLISHMENT										
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	580-11-2			Mycorrhizal Fungal Inoculate					1	LS

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

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REVISIONS				KEITH OROPEZA, RLA LICENSE #LA0001023 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<h2>SUMMARY OF PAY ITEMS</h2>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-2
					SR 5	MONROE	450501-1-74-01		

LANDSCAPE TABULATION OF QUANTITIES AND PLANT SCHEDULE										SHEET NUMBERS						
PAY ITEM NO.	PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAINT'D SIZE	SPACING	REMARKS	UNIT	LD-7		LD-8		TOTAL		
										PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	
581-1-8	Large	SP	<i>Sabal palmetto</i>	Sabal Palm	existing	N/A	As Shown	relocated trees	EA	9					9	
580-1-2	Large	AD	<i>Adonidia merrillii</i>	Christmas Palm	B&B	N/A	As Shown	100 gal; 12-14 GW	EA	16		3			19	
580-1-2	Large	CC	<i>Capparis cynophallophora</i>	Jamaica Caper	8' x 4'; Full	N/A	As Shown	65 gal.	EA	1					1	
580-1-2	Large	CG	<i>Caesalpinia gilliesii</i>	Paradise Tree	14'-16'x6	N/A	As Shown	65 gal; 4" cal.	EA			1			1	
580-1-2	Large	CF	<i>Cassia fistula</i>	Apple Blossom	12'-14'x6	N/A	As Shown	65 gal; 4" cal.	EA			1			1	
580-1-2	Large	CR	<i>Crinum asiaticum</i>	Crinum Lily		N/A	As Shown	7 gal.	EA	7					7	
580-1-2	Large	DR	<i>Delonix regia</i>	Royal Poinciana	14'-16'x6	N/A	As Shown	65 gal; 4" cal.	EA	1		1			2	
580-1-2	Large	PL	<i>Plumeria</i>	Frangipani	7' x 4'	N/A	As Shown	45 gal; 3" cal.	EA	1					1	
580-1-1	Small	BX	<i>Bougainvillea</i> x 'Alabama Sunset'	Alabama Sunset Bougainvillea	24"x24"; Full Pot	N/A	48" o.c.	5 gal	EA			83			83	
580-1-1	Small	FM	<i>Ficus microcarpa</i> '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	<i>Helianthus debilis</i>	Dune Sunflower	14"x16"; Full Pot	N/A	18" o.c.	3 gal	EA	203		285			488	
580-1-1	Small	SJ	<i>Strelitzia juncea</i>	Bird of Paradise	Full Pot	N/A	24" o.c.	3 gal	EA	25		45			70	
580-1-1	Small	AG	<i>Arachis glabrata</i>	Perennial Peanut	4"-6" HT. X 12"-18" Sprd.	N/A	18" o.c.	1 gal	EA	221					221	
570-1-2	Turf	SS	<i>Stenotaphrum secundatum</i>	St. Augustine Grass			Solid	Flat	SY	407		192			598	

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REVISIONS				KEITH OROPEZA, RLA LICENSE #LA0001023 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-3
					SR 5	MONROE	450501-1-74-01		

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 Crocodile, 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 of 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	karen.wilman@cityofkeywest-fl.gov	305-809-3963
Engineering Director	Gary Volenec	gary.volenec@cityofkeywest-fl.gov	305-809-3828
Assistant Engineer	Ian McDowell	cimcdowell@cityofkeywest-fl.gov	305-809-3753
Community Services	Marcus A. Davila	madavila@cityofkeywest-fl.gov	305-809-3765
Urban Forestry	Karen DeMaria	kdemaria@cityofkeywest-fl.gov	305-809-3768

Lane Closure Notification

Director of Transportation	Rod Delostrinos	rdelostrinos@cityofkeywest-fl.gov	305-809-3918
Public Information officer	Alyson Crean	acrean@cityofkeywest-fl.gov	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 (LARS Engineering)
 Ferrovia Services/FDOT - District Six
 Email 1: lmarquez@larseng.com
 Email 2: loren.marquez@dot.state.fl.us
 Office: (305) 631-2594; Mobile: (305) 469-6162

KWDOT
 Rod Delostrinos, Director of Transportation
 City of Key West
 Office: 305-809-3918

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

ATT
 Dan Juliana, Network Manager /
 Lead Construction & Engineering
 ACE, South Florida Engineering and Construction
 Florida Keys

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

COMCAST
 Michael Martin, Fielder
 Lightspeed Construction Group
 727-313-1435

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.

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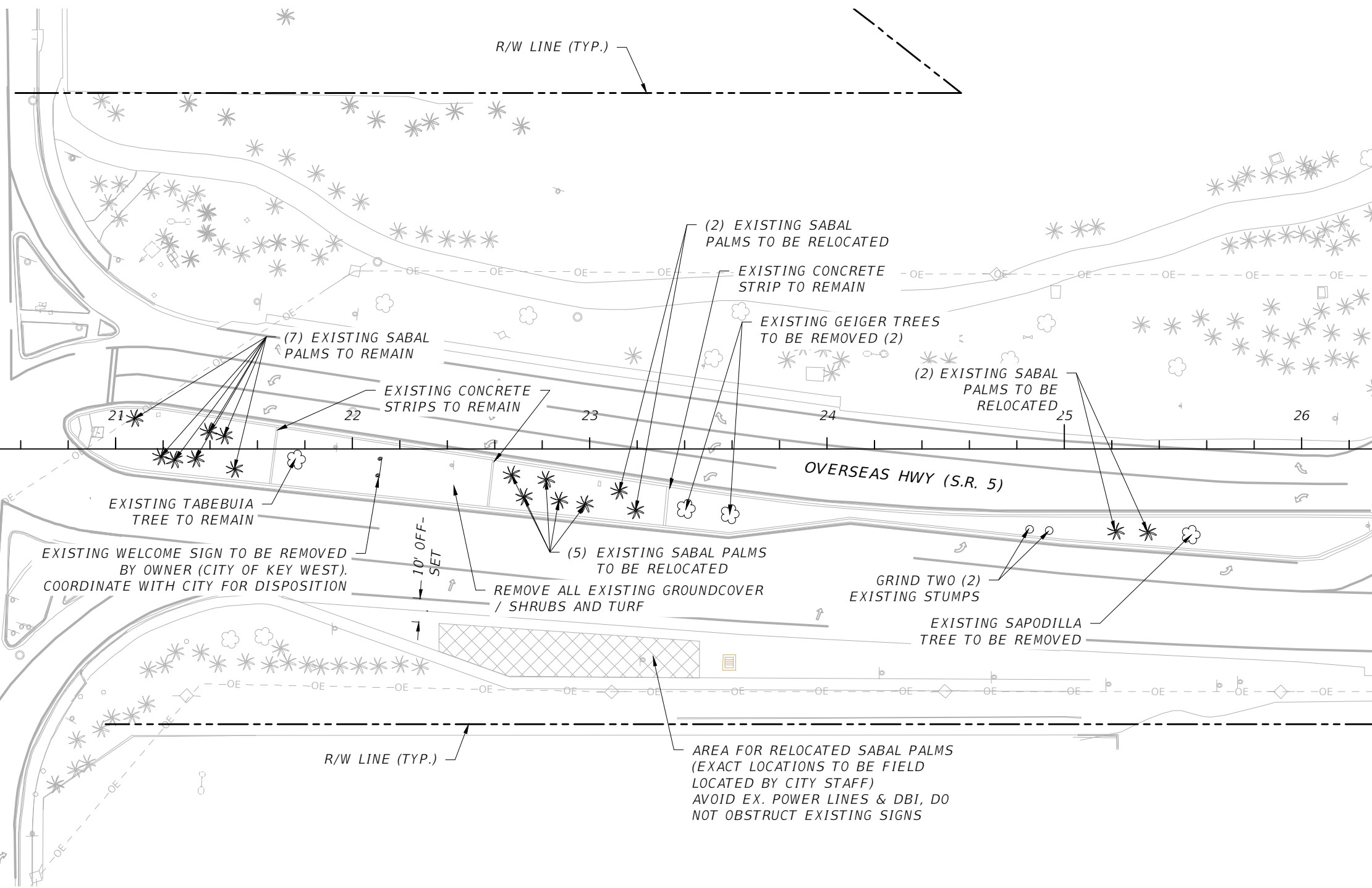
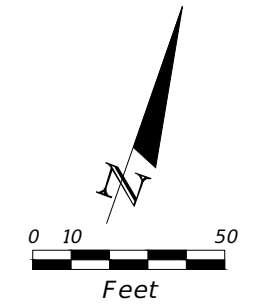
REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL LANDSCAPE NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-4
				SR 5	MONROE	450501-1-74-01		

KEITH OROPEZA, RLA
 LICENSE #LA0001023
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

BEGIN PROJECT
STA. 20+33.17
MP 3.927

N / S ROOSEVELT BLVD.

R/W LINE (TYP.)



MATCHLINE - SEE SHEET LD-6

EXISTING WELCOME SIGN TO BE REMOVED
BY OWNER (CITY OF KEY WEST).
COORDINATE WITH CITY FOR DISPOSITION

10' OFF-
SET

REMOVE ALL EXISTING GROUNDCOVER
/ SHRUBS AND TURF

GRIND TWO (2)
EXISTING STUMPS

EXISTING SAPODILLA
TREE TO BE REMOVED

AREA FOR RELOCATED SABAL PALMS
(EXACT LOCATIONS TO BE FIELD
LOCATED BY CITY STAFF)
AVOID EX. POWER LINES & DBI, DO
NOT OBSTRUCT EXISTING SIGNS

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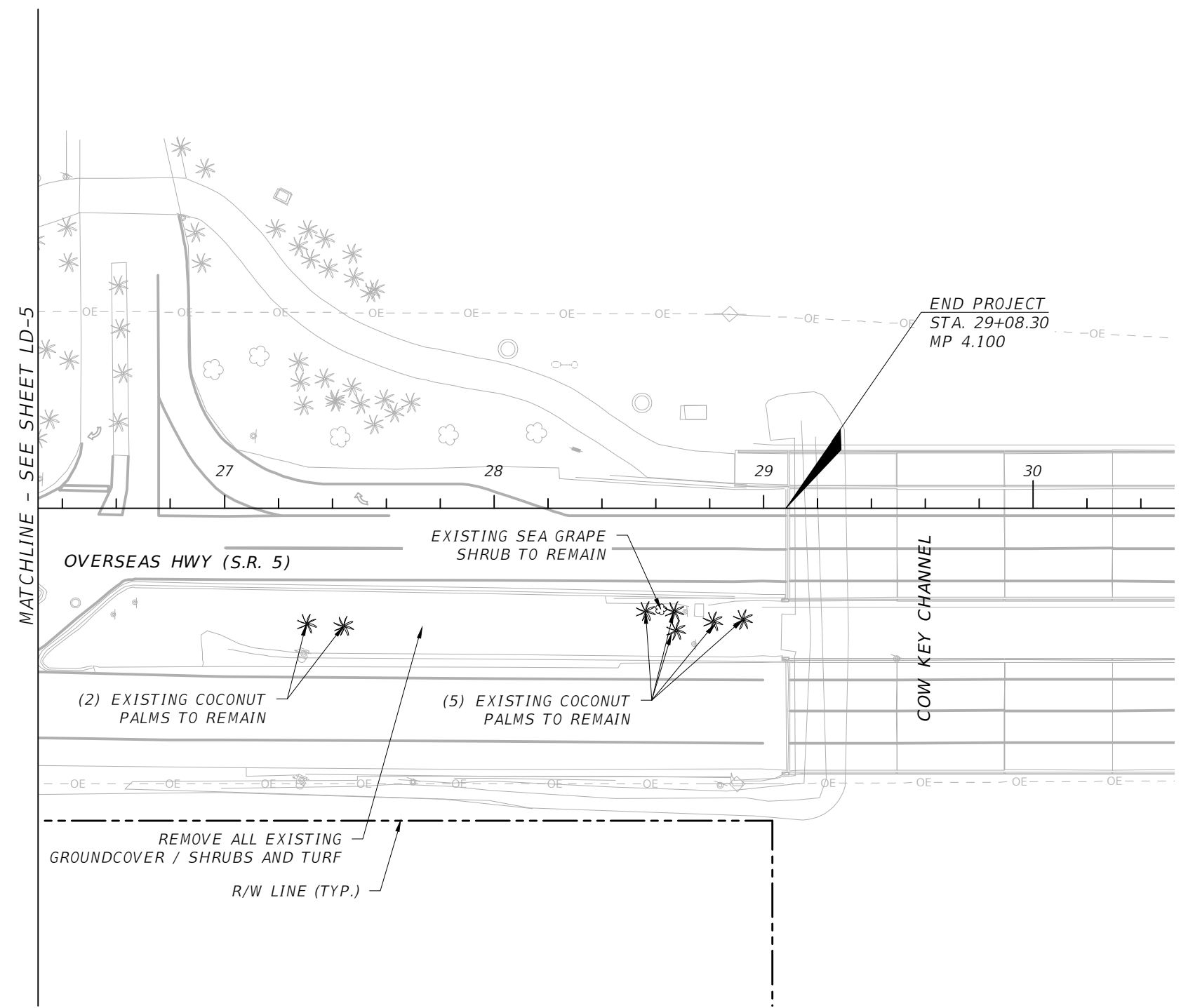
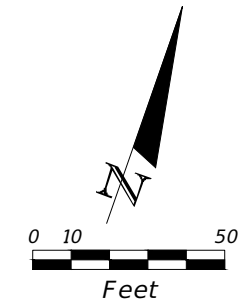
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEITH OROPEZA, RLA
LICENSE #LA0001023
GAI CONSULTANTS, INC.
618 E. SOUTH STREET - SUITE 700
ORLANDO, FL 32801

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	MONROE	450501-1-74-01

TREE DISPOSITION PLANS

SHEET NO.
LD-5

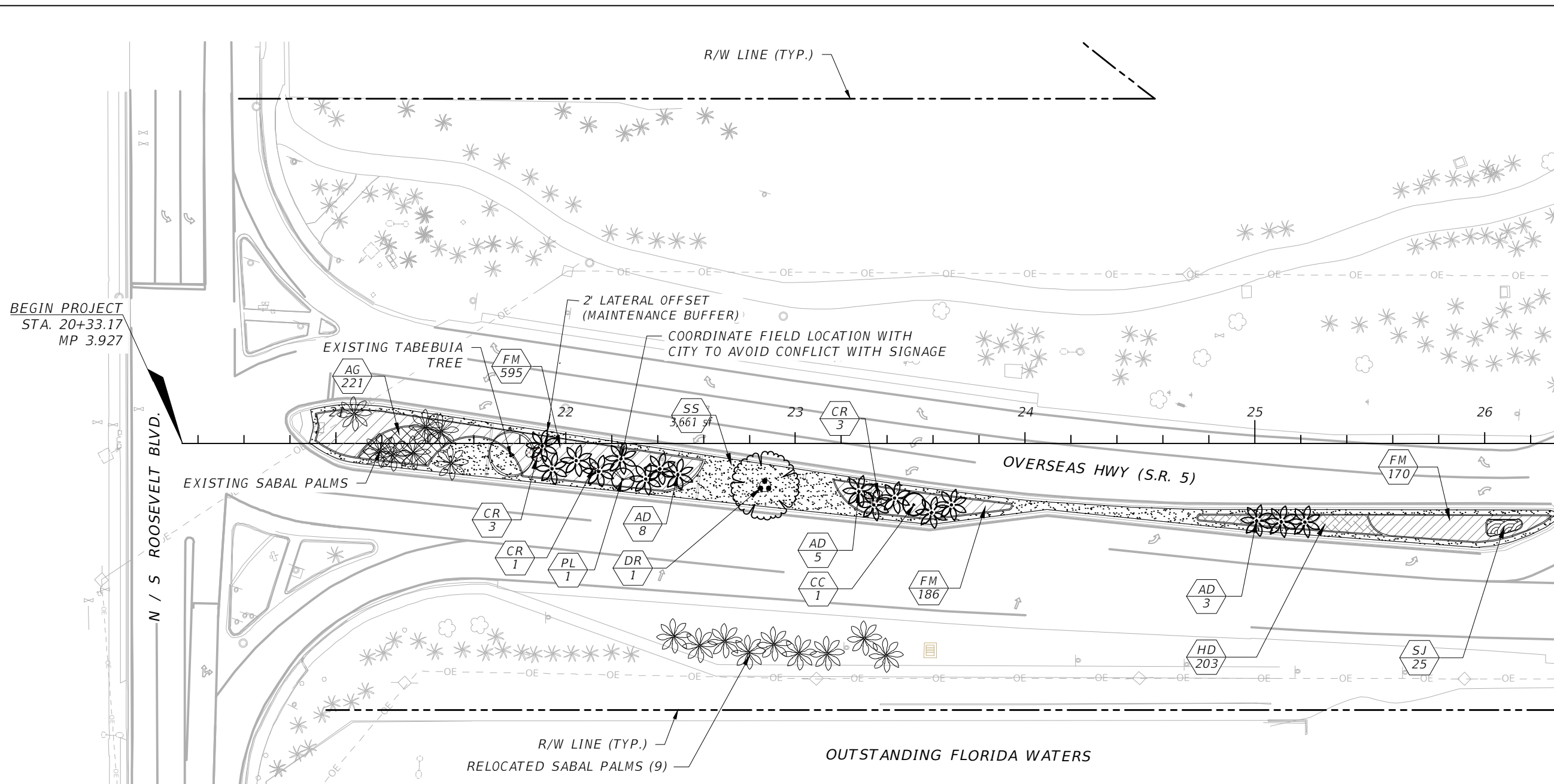
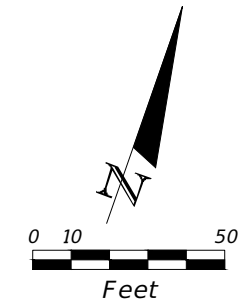


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REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TREE DISPOSITION PLANS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-6
				SR 5	MONROE	450501-1-74-01		

KEITH OROPEZA, RLA
LICENSE #LA0001023
GAI CONSULTANTS, INC.
618 E. SOUTH STREET - SUITE 700
ORLANDO, FL 32801



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

DESIGN SPEED 40 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEITH OROPEZA, RLA
 LICENSE #LA0001023
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

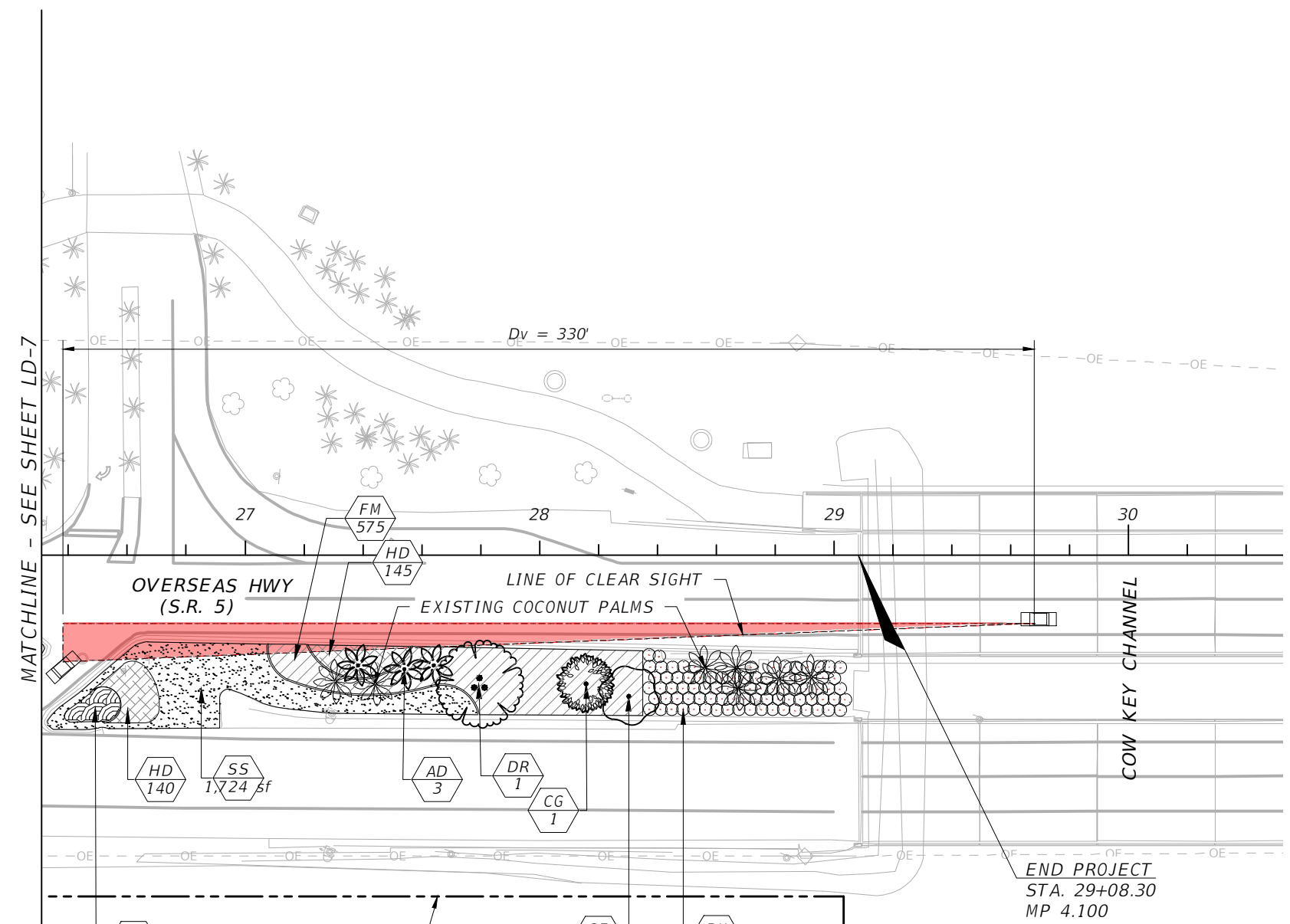
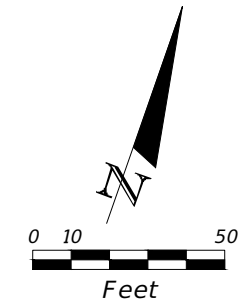
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	MONROE	450501-1-74-01

LANDSCAPE PLANS

SHEET NO.
LD-7

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OUTSTANDING FLORIDA WATERS

DESIGN SPEED 40 MPH

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

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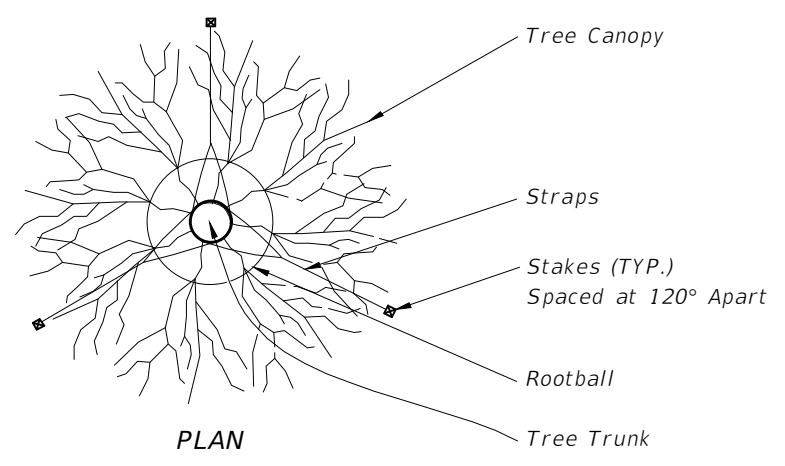
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEITH OROPEZA, RLA
 LICENSE #LA0001023
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	MONROE	450501-1-74-01

LANDSCAPE PLANS

SHEET NO.
LD-8



2 x 4 Wood Braces (Minimum of Three Wood Braces) Spaced at 120° Apart. Saw Cut Ends at Proper Angle to Allow for Flush Connection to Batten. Nail or Screw Wood Braces Securely to Wood Batten or Manufactured Tree Bracing

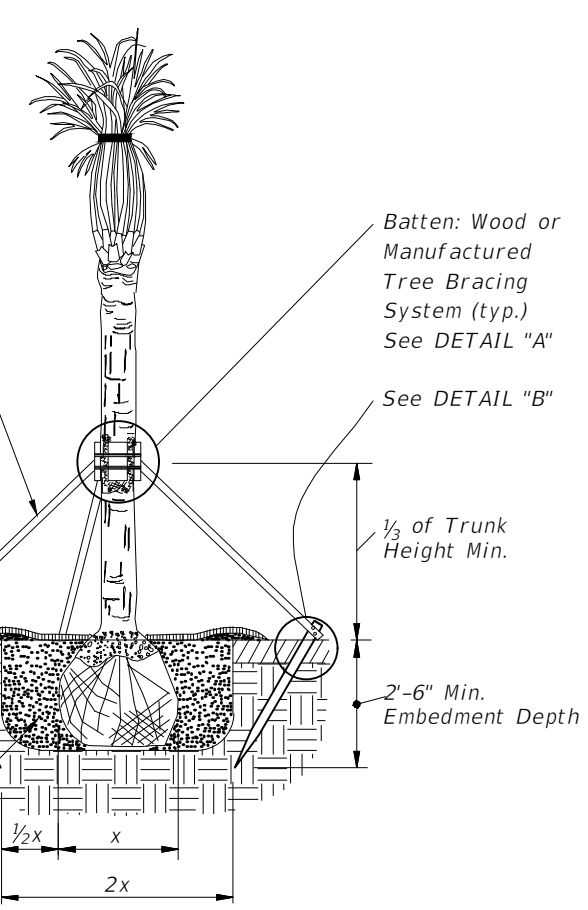
For Palms Over 24' Clear Trunk, Increase Wood Braces to 4" x 4" Minimum, Use a Minimum of Four Braces With Minimum Length of 16' Spaced

Mulch, Remove Existing Vegetation Prior to Planting

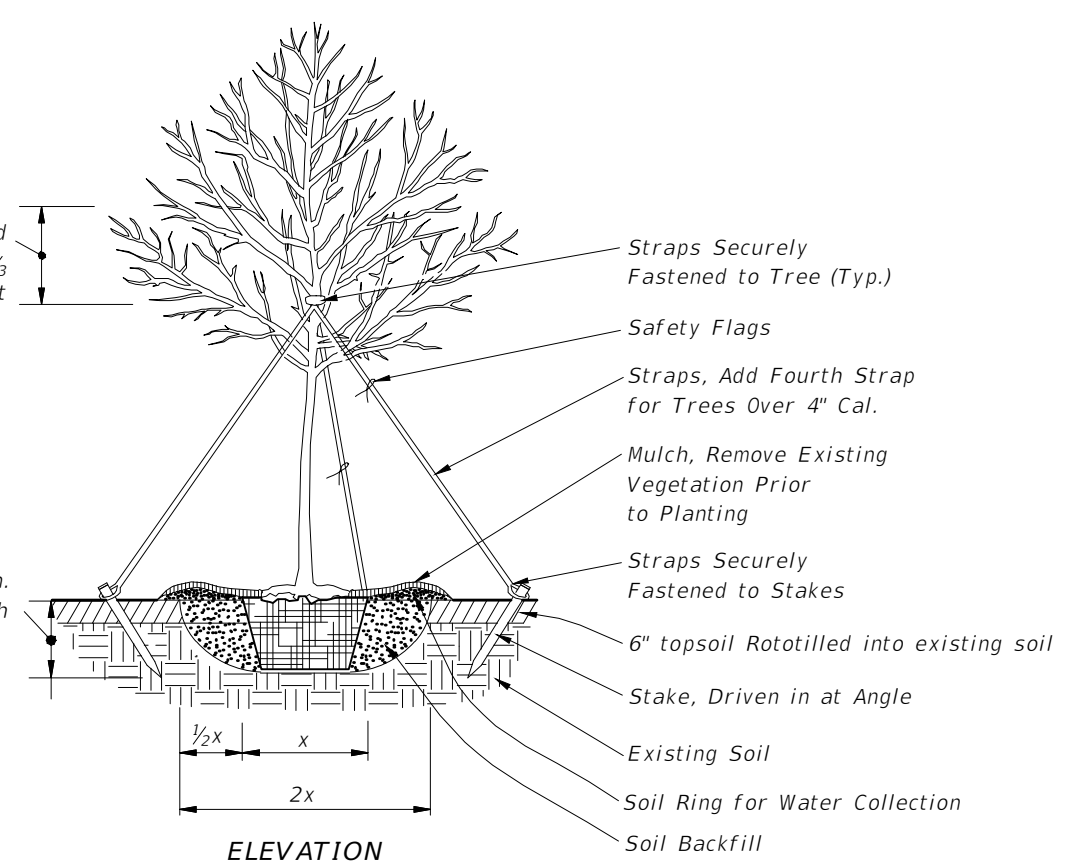
6" topsoil Rototilled into existing soil

Soil Ring for Water Collection
Wood Stake (Typ.)

Existing Soil
Soil Backfill

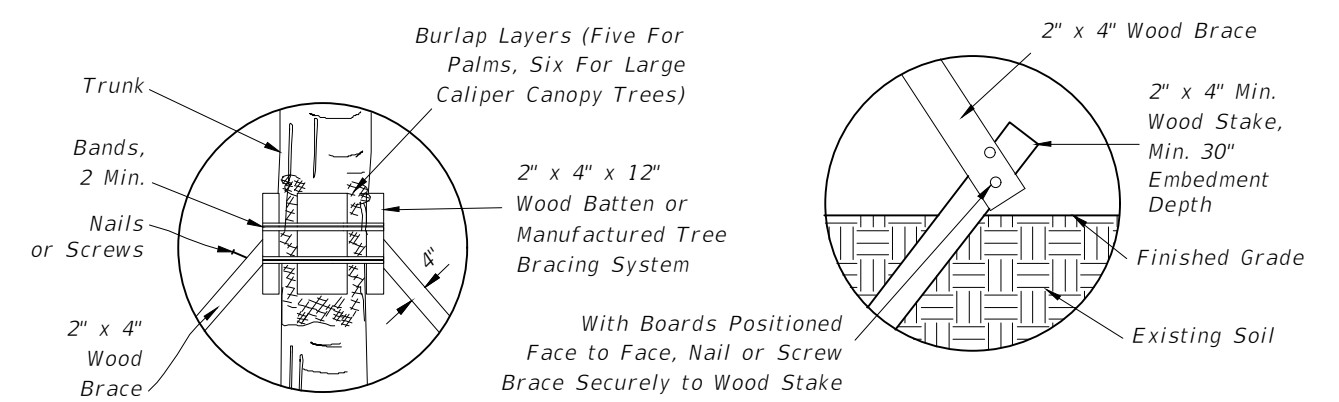


Straps Positioned Between 1/2 To 2/3 of Tree Height



NOTE: May be used on large caliper canopy trees, 6" or larger, adjust banding every 6 months or as needed (for fast growing species) to prevent girdling.

PALM PLANTING



NOTE: Install bands and couplings that are rated a min. 900lb. tensile strength, and are corrosion and UV resistant.

NOTE: Stake Into Firm, Existing Soil.

2 1/2" TO 6" CALIPER TREE PLANTING

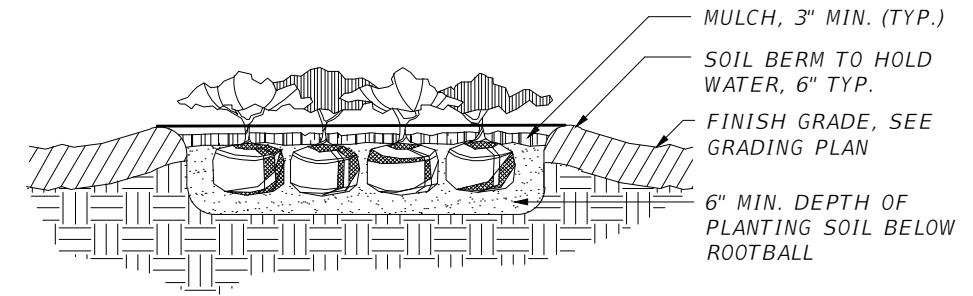
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REVISIONS				KEITH OROPEZA, RLA LICENSE #LA0001023 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. LD-9
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					SR 5	MONROE	450501-1-74-01	

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 girdling of tree. Locate all wood stakes beyond the edge of 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

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REVISIONS				KEITH OROPEZA, RLA LICENSE #LA0001023 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. LD-10
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					SR 5	MONROE	450501-1-74-01	

ATTACHMENT 2
TECHNICAL MAINTENANCE PLANS

TECHNICAL MAINTENANCE PLANS

FINANCIAL PROJECT ID 450501-1-74-01

MONROE COUNTY (9001-0000)

U.S. 1/ S.R. 5 / S.R. A1A

INDEX OF MAINTENANCE PLANS

SHEET NO.	SHEET DESCRIPTION
LM-1	TECHNICAL MAINTENANCE PLAN NOTES
LM-2	TECHNICAL MAINTENANCE PLAN

LANDSCAPE TECHNICAL MAINTENANCE PLAN

FOR CONSTRUCTION AND ONE-YEAR ESTABLISHMENT PERIOD. THE ACTIVITIES AND FREQUENCIES DESCRIBED BELOW AND IN THE ATTACHED MAINTENANCE PLANS REPRESENT THE MINIMUM MAINTENANCE REQUIREMENTS.

MOWING:	MAINTAIN THE TURF HEIGHT BETWEEN 3 INCHES AND 6 INCHES. PERFORM MOWING THROUGHOUT THE CONSTRUCTION AND ESTABLISHMENT PERIOD.
WATERING: AS REQUIRED TO MAINTAIN PLANT HEALTH AND QUALITY	SUPPLY HAND WATERING FOR ESTABLISHMENT OF PLANTING, TO PROVIDE RELIEF FROM DROUGHT, TO PROMOTE OPTIMAL GROWTH AND TO MAINTAIN FLORIDA #1 GRADE QUALITY.
LITTER REMOVAL:	PERFORM LITTER REMOVAL PRIOR TO AND IN CONJUNCTION WITH THE MOWING; HOWEVER, THE PUBLIC WORKS DIRECTOR MAY DIRECT LITTER PICKUPS IN ADDITION TO THOSE PERFORMED IN CONJUNCTION WITH THE MOWING, WITH NO ADDITIONAL COMPENSATION PROVIDED. PERFORM LITTER REMOVAL THROUGHOUT THE CONSTRUCTION AND ESTABLISHMENT PERIOD. INCLUDE REMOVAL OF FALLEN BRANCHES AND PALM FRONDS.
EDGING:	COINCIDE EDGING FREQUENCY WITH EACH MOWING CYCLE, MECHANICAL EDGE FOR TURF ADJACENT TO CURBS.
WEEDING:	MAINTAIN BEDS WEED FREE AT ALL TIMES. AT A MINIMUM, PERFORM MONTHLY WEEDING USING A POST-EMERGENT CHEMICAL HERBICIDE WITH PIGMENTED TRACER, AND A "SEDEGE" SPECIFIC POST EMERGENT CHEMICAL HERBICIDE, APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION METHODS AND RATES. HAND-REMOVE ANY WEEDS ABOVE TWELVE (12) INCH HEIGHT PRIOR TO APPLYING HERBICIDE SPRAY. PERFORM FINAL WEEDING TEN (10) DAYS PRIOR TO FINAL ACCEPTANCE.
CHEMICAL APPLICATIONS:	INSPECT ALL PALMS AND TREES FOR PEST INFESTATION AND DISEASE ON A MONTHLY BASIS, CHECKING FOR THE PRESENCE FOR INSECTS, GRUBS, MITES, FUNGUS, MOLD, ETC. APPLY FUNGICIDE AND PESTICIDES PER MANUFACTURER'S SPECIFICATION FOR APPLICATION METHODS AND RATES AS REQUIRED. SUBMIT DOCUMENTATION IN WRITING TO THE PUBLIC WORKS DIRECTOR CHEMICAL TYPE APPLIED, RATES OF APPLICATIONS, LOCATIONS, DATES OF APPLICATION AND TARGET PEST OR DISEASE.
WATER SAUCERS, STAKES AND GUYS:	MONITOR AND REPAIR WATER SAUCERS THROUGHOUT THE CONSTRUCTION AND ESTABLISHMENT PERIOD. MAINTAIN TREES AND PALMS UPRIGHT, WITH STAKES/GUYS MAINTAINED. INSPECT AND ADJUST STAKES AND GUYS MONTHLY AND AFTER MAJOR WIND EVENTS TO ENSURE STABILITY AND PLUMB CONDITION OF TREES AND PALMS. STAKES AND GUYS TO BE REMOVED AFTER ONE YEAR.
FERTILIZATION OF TREES:	FERTILIZE ALL TREES TO CORRECT NUTRITIONAL DEFICIENCIES AND MAINTAIN OPTIMUM HEALTH. PROVIDE FERTILIZER CONTAINING MACRONUTRIENTS AND MICROMUTRIENTS IN A CONTROLLED RELEASED FORM APPLIED AS PER MANUFACTURER'S SPECIFICATION FOR APPLICATION METHODS AND RATES. FERTILIZE ALL PLANTS ONCE DURING CONSTRUCTION AND THREE (3) TIMES PER YEAR DURING ESTABLISHMENT PERIOD, A MINIMUM OF 90 DAYS BETWEEN APPLICATION, PRIOR TO FINAL INSPECTION. SUBMIT MANUFACTURER'S LABELS TO PUBLIC WORKS DIRECTOR FOR REVIEW PRIOR TO APPLICATION.
MULCH: 2 TIMES PER YEAR	MAINTAIN MINIMUM OF THREE (3) INCHES COMPACTED DEPTH OF MULCH MATERIAL THROUGHOUT CONSTRUCTION AND ESTABLISHMENT PERIOD FOR ALL PLANT AREAS AS SHOWN IN THE PLANS. SPOT CHECK DEPTH DURING MONTHLY AND QUARTERLY INSPECTIONS AND REPLENISH TO MAINTAIN THREE (3) INCH DEPTH. INSPECT SLOPES AFTER MAJOR RAIN EVENTS AND CORRECT MULCH DEFICIENCIES. PERFORM TWO (2) FULL MULCH CYCLES PER YEAR DURING THE ONE (1) YEAR ESTABLISHMENT PERIOD AT SIX MONTH INTERVALS. VERIFY DEPTH THROUGHOUT PROJECT LIMITS. SEE LANDSCAPE PLANS FOR LOCATIONS OF APPLICATIONS.
PRUNING: TREE AND PALMS 1 TIME PER QUARTER	TREES: PRUNE AS REQUIRED AND AS DIRECTED BY THE PUBLIC WORKS DIRECTOR. TO MAINTAIN HORIZONTAL CLEARANCE, TO MAINTAIN STRUCTURAL INTEGRITY, AND TO REMOVE ALL SUCKERS, DEAD, DISEASED OR BROKEN BRANCHES. PALMS: PRUNE AS REQUIRED AND AS DIRECTED BY THE PUBLIC WORKS DIRECTOR, TO REMOVE BROKEN OR DEAD FRONDS AND FLOWER/SEED STALKS. SANITIZE TOOLS BETWEEN PRUNING/TRIMMING OF EACH TREE. MAINTAIN VERTICAL CLEARANCE SO THAT THERE IS NO ENCROACHMENT OF TREES, PALMS, TREE LIMBS, PALM FRONDS OR OTHER VEGETATION LOWER THAN 14.5 FEET OVER THE ROADWAY PAVEMENT OR BEYOND THE FACE OF ANY GUARDRAIL. INSTALL AND MAINTAIN ALL LANDSCAPE MATERIAL IN A MANNER WHEREBY TRAFFIC CONTROL SIGNAGE, CAMERAS AND DEVICES ARE VISIBLE TO MOTORISTS AND PEDESTRIANS AT ALL TIMES DURING THE CONSTRUCTION AND ESTABLISHMENT PERIOD.
WORK ZONE TRAFFIC CONTROL	NO LANE CLOSURES PERMITTED WITHOUT DEPARTMENT APPROVAL.



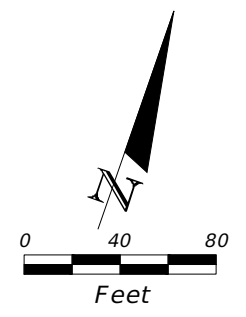
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

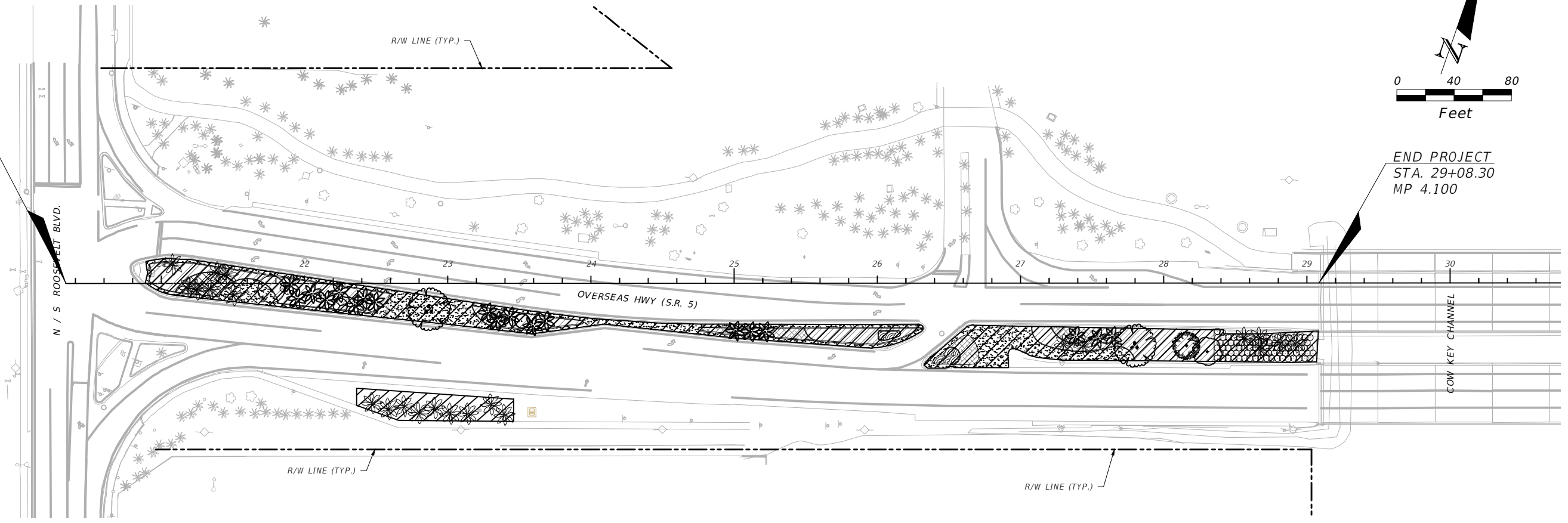
REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TECHNICAL MAINTENANCE PLAN NOTES	SHEET NO. LM-1
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				SR 5	MONROE	450501-1-74-01		

KEITH OROPEZA, RLA
LICENSE #LA0001023
GAI CONSULTANTS, INC.
618 E. SOUTH STREET - SUITE 700
ORLANDO, FL 32801

BEGIN PROJECT
STA. 20+33.17
MP 3.927



END PROJECT
STA. 29+08.30
MP 4.100



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

LIMITS OF MAINTENANCE AREA:	
LARGE PLANTS	= 41 (INCLUDES RELOCATED PALMS)
SMALL PLANTS	= 2,388
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)	

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.01, F.A.C.

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TECHNICAL MAINTENANCE PLAN	SHEET NO. LM-2
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				SR 5	MONROE	450501-1-74-01		

KEITH OROPEZA, RLA
LICENSE #LA0001023
GAI CONSULTANTS, INC.
618 E. SOUTH STREET - SUITE 700
ORLANDO, FL 32801

ATTACHMENT 3
BEAUTIFICATION GRANT G2H15

FLORIDA DEPARTMENT OF TRANSPORTATION
BEAUTIFICATION GRANT650-050-10
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 15th 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 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

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

- 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.

FLORIDA DEPARTMENT OF TRANSPORTATION
BEAUTIFICATION GRANT

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

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:

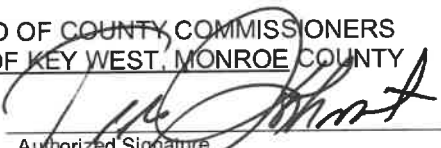
If to the DEPARTMENT:
State of Florida Department of Transportation
1000 NW 111th Avenue, Room 6251
Miami, FL 33172
Attention: Monica Rodriguez, RLA
Title: District Landscape Manager
A second copy to: BaoYing Wang, P.E.

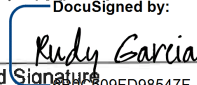
If to the RECIPIENT:
City of Key West
1300 White Street
Key West, FL 33040
Contact: Karen Wilman, 305-809-3963
Title: Senior Construction Manager
With a copy to: Patti McLauchlin, City Manager



35. LIST OF EXHIBITS

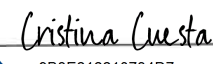
- Exhibit A: Scope of Services
- Exhibit B: Project Plans
- Exhibit C: Permit Requirements
- Exhibit D: Deliverables
- Exhibit E: Landscape Maintenance Memorandum of Agreement
- Exhibit F: State Financial Assistance (Florida Single Audi Act)
- Exhibit G: Agency Resolution


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.

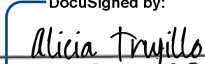
BOARD OF COUNTY COMMISSIONERS
CITY OF KEY WEST, MONROE COUNTY
BY: 
Authorized Signature
NAME: TERI JOHNSTON
(Print/Type)
TITLE: MAYOR
(Print/Type)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
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

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

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

City Attorney

LEGAL REVIEW:

Office of the General Counsel (Date)

FLORIDA DEPARTMENT OF TRANSPORTATION
BEAUTIFICATION GRANT650-050-10
PRODUCTION SUPPORT
OGC – 07/17**EXHIBIT A**
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.

FLORIDA DEPARTMENT OF TRANSPORTATION
BEAUTIFICATION GRANT

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

EXHIBIT B

PROJECT PLANS

Please see attached plans prepared by:

Keith Oropeza, RLA

of GAI Consultants, Inc.

Dated 10/31/2022

CITY OF KEY WEST, FLORIDA

CONSTRUCTION PLANS

FINANCIAL PROJECT ID 450501-1-74-01

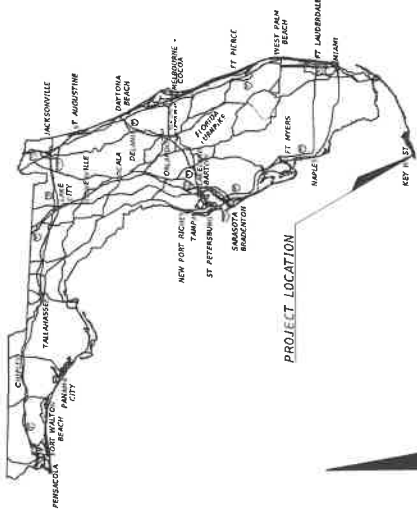
MONROE COUNTY (9001-0000)

U.S. 1/ S.R. 5

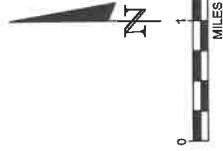
LANDSCAPE PLANS

INDEX OF LANDSCAPE PLANS

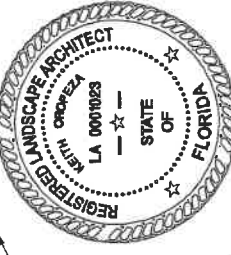
SHEET NO.	KEY SHEET	SHEET DESCRIPTION
LD-1		SUMMARY OF PAY ITEMS
LD-2		TABULATION OF QUANTITIES
LD-3		GENERAL LANDSCAPE NOTES
LD-4		TREE DISPOSITION PLANS
LD-5 & LD-6		LANDSCAPE PLANS
LD-7 & LD-8		LANDSCAPE DETAILS
LD-9		LANDSCAPE DETAILS
LD-10		LANDSCAPE DETAILS



PROJECT LOCATION



**LANDSCAPE PLANS
PROFESSIONAL OF RECORD:**
THIS DOCUMENT HAS BEEN DIGITALLY
SIGNED AND SEALED BY



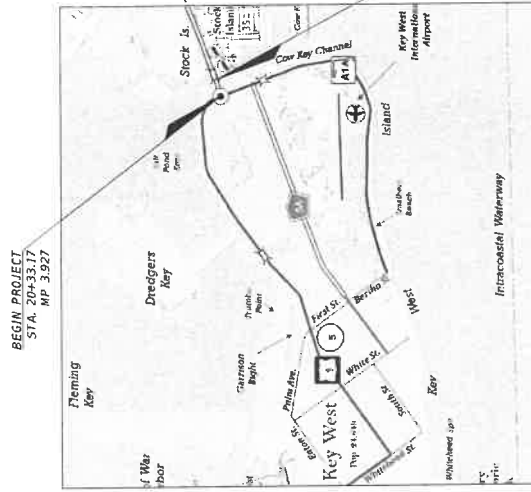
ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED SIGNED AND
SEALED. THE SIGNATURE MUST BE
VERIFIED ON THE ELECTRONIC
DOCUMENTS.

GAF CONSULTANTS, INC.
618 E. SOUTH STREET, SUITE 700
ORLANDO, FL 32801
KEITH OROPEZA LA NO. 0001023

FDOT PROJECT MANAGER:
MAITE MEDINA

**FINAL PLANS
10-31-22**

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T-0000	23	LD-1



BEGIN PROJECT STA. 29+00.00 MP 3.927

END PROJECT STA. 29+08.30 MP 4.100

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked. Check positive response codes before you dig!

LANDSCAPE ARCHITECTURE
618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
PHONE: (407) 423-4398
FAX: (407) 843-1070
Contact: Keith Oropeza, RLA

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FDOT 23-33 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>
APPLICABLE IRs: None

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/implementation/SpecBooks>

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
LANDSCAPE COMPLETE - LARGE PLANTS								
		Pay Size	Code	(Botanical/Common)	Cont / Size	Spacing		
6	580-1-2	Large	AD	Adonidia merrillii / Christmas Palm	100 gal. B&B	12x16 Gray Wood	19	EA
7	580-1-2	Large	CC	Capparis cynophallophora / Jamaica Caper	65 gal	8' x 4' Full	1	EA
8	580-1-2	Large	CG	Caesalpinia gilliesii / Paradise Tree	65 gal	14'-16"x6	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	12'-14"x6	1	EA
11	580-1-2	Large	DR	Delonix regia / Royal Poinciana	65 gal	14'-16"x6	2	EA
12	580-1-2	Large	PL	Plumeria / Frangipani	4.5 Gal	7' x 4'	1	EA
LANDSCAPE COMPLETE SMALL PLANTS								
13	580-1-1	Small	BX	Bougainvillea x 'Alabama Sunset' / Alabama Sunset Bougainvillea	5 gal	24"x24", Full Pot	83	EA
14	580-1-1	Small	FM	Ficus microcarpa / Green Island Fig	3 gal	12"x12", Full Pot	1,326	EA
15	580-1-1	Small	HD	Helianthus debilis / Dune Sunflower	3 gal	14"x16", Full Pot	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
ESTABLISHMENT								
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		2:2022\0220107.00 - Rev. West Entrance Signage\CAD\CAC\CVS0501-1\Nandkapa\SUR\LD01.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
581-1-8	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	B&B	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

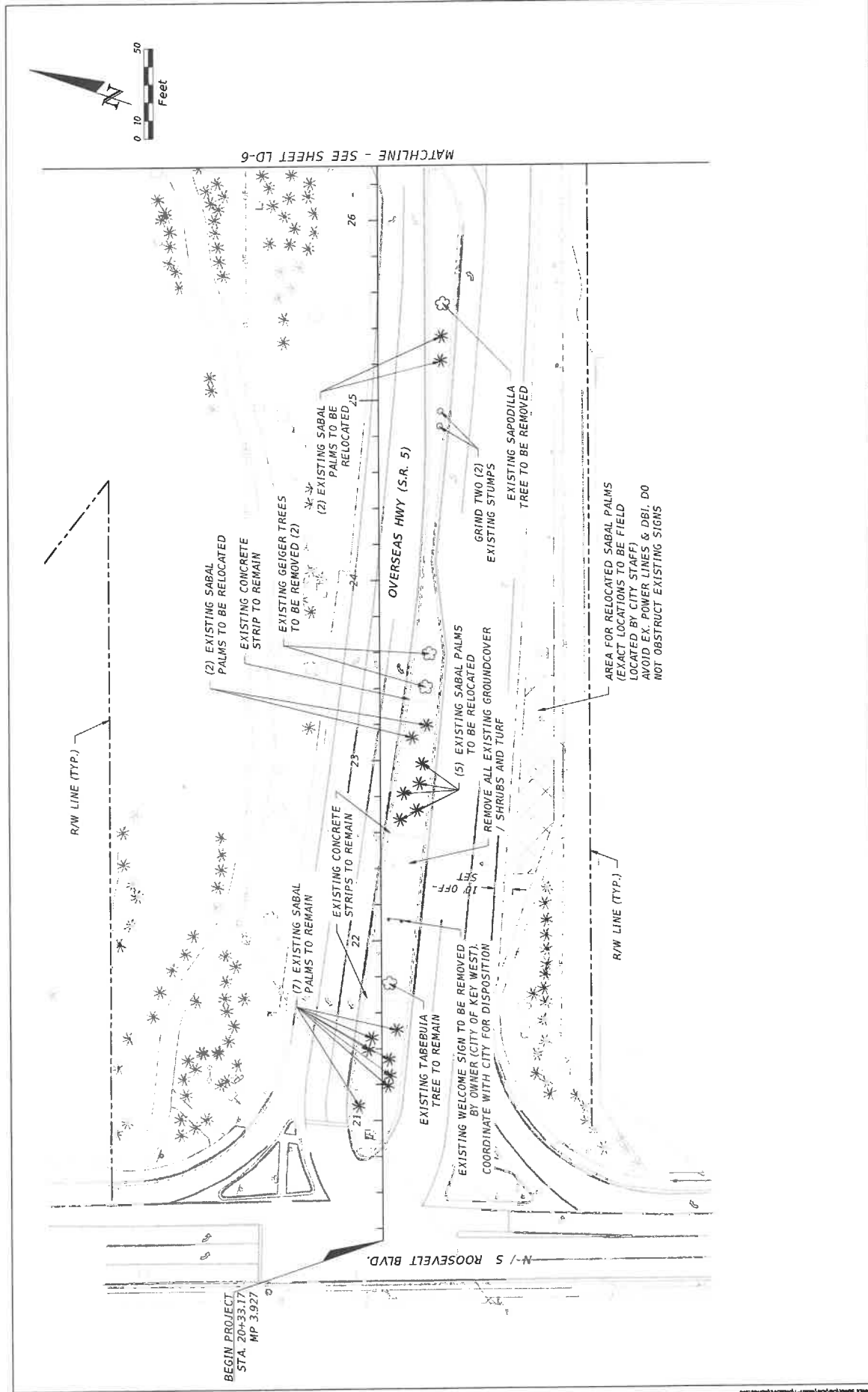
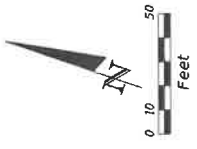
DATE	REVISIONS DESCRIPTION	DATE	DESCRIPTION
KEITH OROPEZA, RLA LICENSE #A0000023 GAI CONSULTANTS, INC. 608 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32807		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 5 COUNTY MONROE FINANCIAL PROJECT ID 450501-17-01 10/31/2022 12:14:37 PM Daniel P. Walsby	
TABULATION OF QUANTITIES			
SHEET NO.		LD-3	

DATE	REVISIONS DESCRIPTION	DATE	DESCRIPTION

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: <ul style="list-style-type: none"> • 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.		CITY OF KEY WEST PROJECT CONTACTS: Project Manager: Karen Wilman Engineering Director: Gary Valencic Assistant Engineer: Ian McDowell Community Services: Marcus A. Davila Urban Forestry: Karen DeMaria Lane Closure Notification: Rod Delostrinos Director of Transportation: Alyson Crean Public Information Officer: Alyson Crean 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 (LAKS Engineering) Fernand Services/FDOT - District Six Email 1: lorenmarquez@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: 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.
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REVISIONS DESCRIPTION		DATE		DESCRIPTION	
KEITH OROFEZA, RLA LICENSE #1A000023 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 450501-17-4-01		GENERAL LANDSCAPE NOTES	
SHEET NO. LD-4		10/31/2022 12:14:43 PM		2:\2025\2025107\00 - Key West Entrance Signage\CAD\CAD-135697\1\Notes.dwg	

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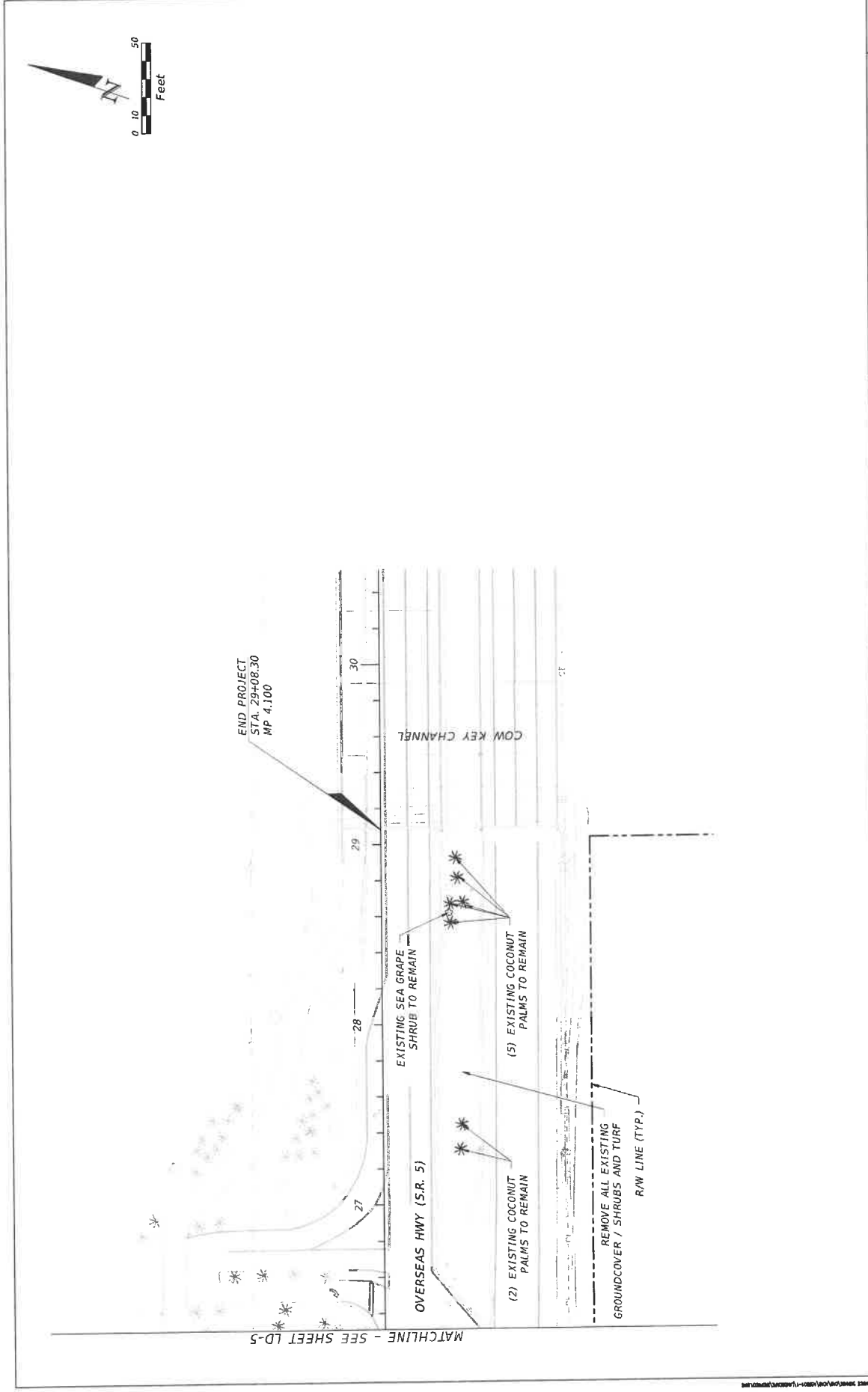


DATE	REVISIONS DESCRIPTION	DATE	DESCRIPTION

KEITH OROPEZA, P.L.A. LICENSE #14000023 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	

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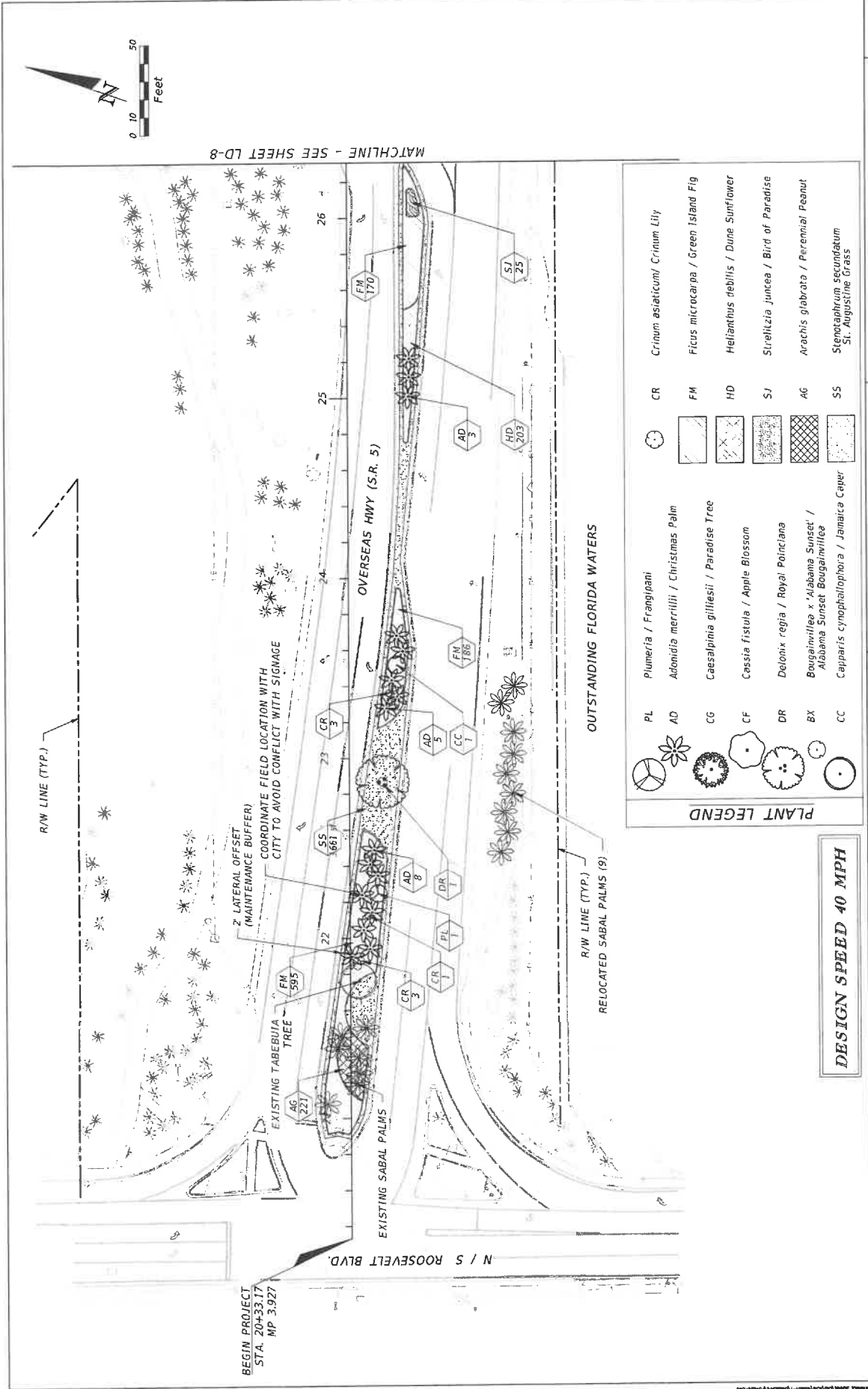
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G0-11.001, F.A.C.



DATE	REVISIONS DESCRIPTION	DATE	DESCRIPTION

KEITH OROPEZA, P.L.A. LICENSE #14000023 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801		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	

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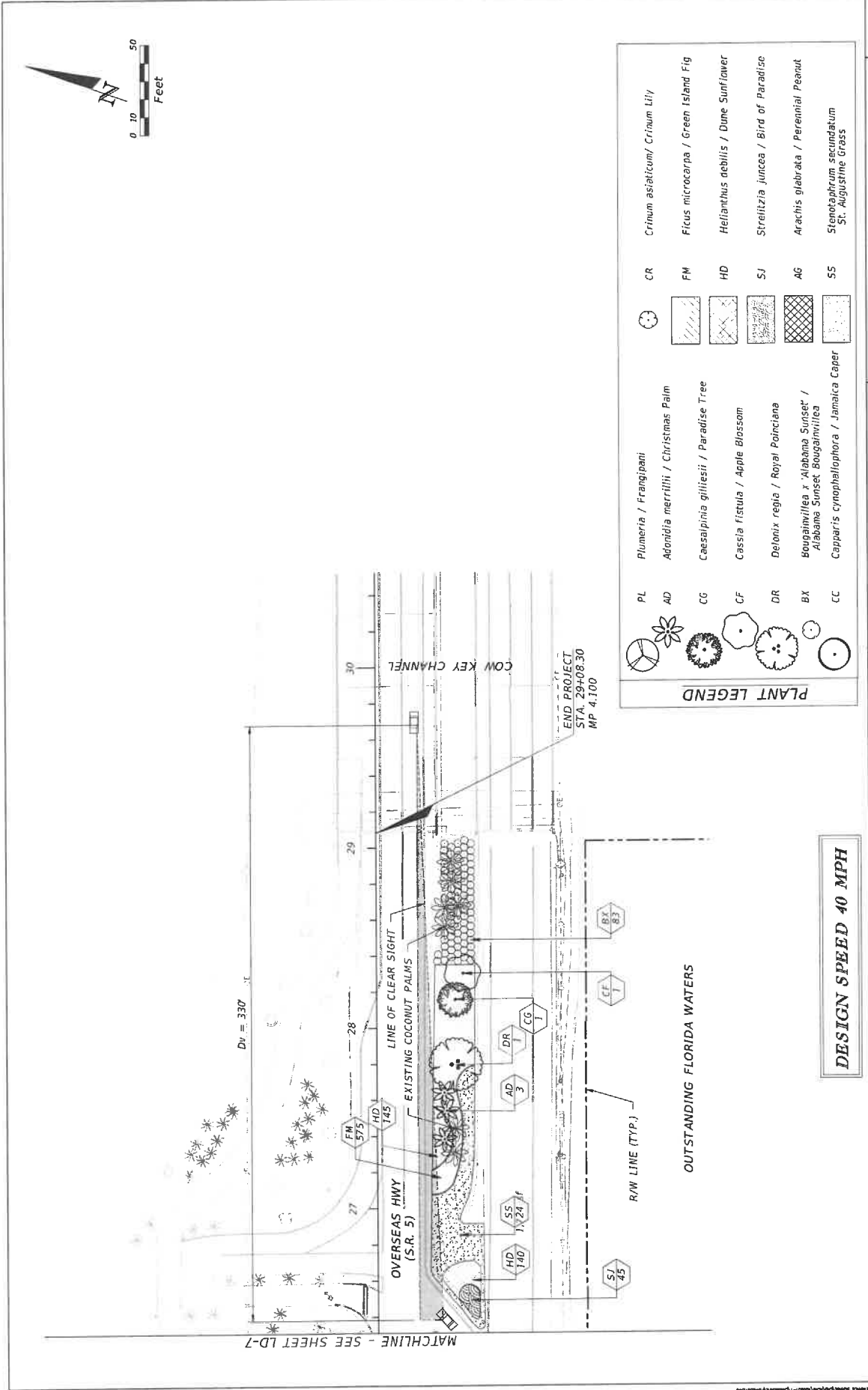
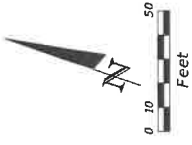


PLANT LEGEND

PL	Plumeria / Frangipani	CR	Criminum asiaticum/ Crinum Lily
AD	Adonidia 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	Sirelizia 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	Cecropia corymbiflora / Jamaica Caper		

DESIGN SPEED 40 MPH

DATE	REVISIONS DESCRIPTION	DATE	DESCRIPTION
KEITH OROPEZA, RLA LICENSE #LA000023 GAI CONSULTANTS, INC. 68 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801		S74718 UP FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 5 COUNTY MONROE PROJECT ID 4505013-74-01 10/31/2022 12:15:08 PM JAMES P. WASSER	
		LANDSCAPE PLANS	
		SHEET NO. LD-7	

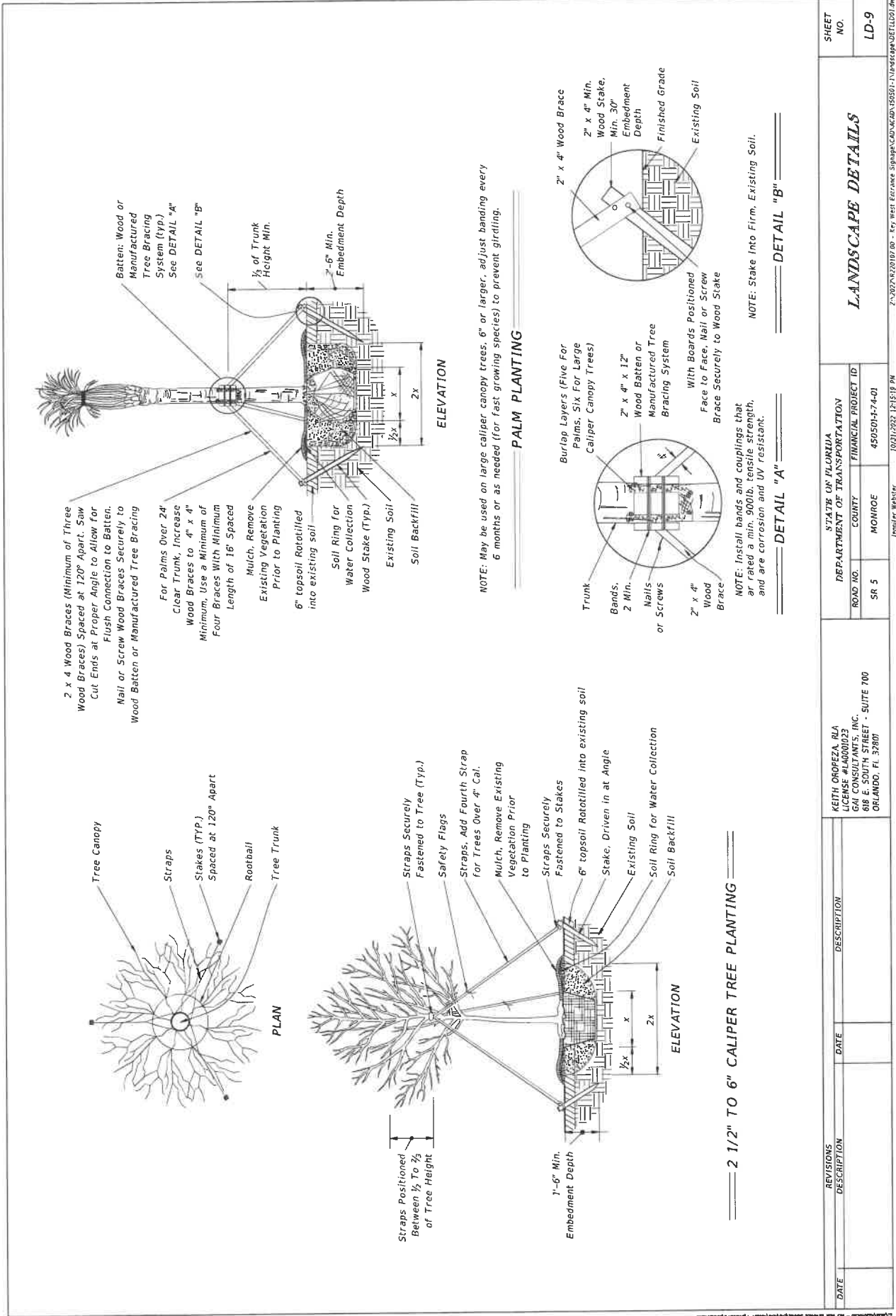


PLANT LEGEND

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		

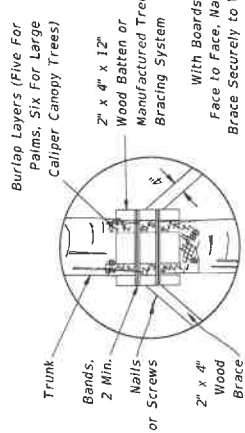
DESIGN SPEED 40 MPH

REVISIONS		DESCRIPTION	
DATE	DATE	DATE	DESCRIPTION
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COUNTY		FINANCIAL PROJECT ID	
MONROE	450501-174-01		
SR 5			
10/31/2022 12:51:12 PM			
KEITH OROPEZA, RLA			
LICENSE #14000023			
GAI CONSULTANTS, INC.			
608 E. SOUTH STREET - SUITE 700			
ORLANDO, FL 32801			
SHEET NO.		LANDSCAPE PLANS	
LD-8			



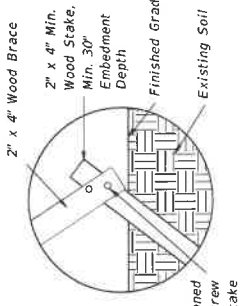
NOTE: May be used on large caliper canopy trees, 6" or larger, adjust banding every 6 months or as needed (for fast growing species) to prevent girdling.

PALM PLANTING



NOTE: Install bands and couplings that are rated a min. 3000lb. tensile strength, and are corrosion and UV resistant.

DETAIL "A"



NOTE: Stake Into Firm, Existing Soil.

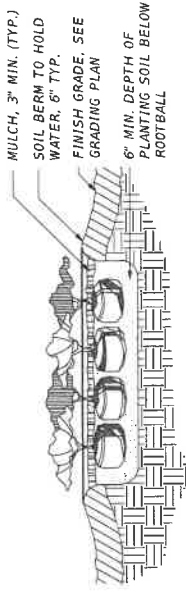
DETAIL "B"

2 1/2" TO 6" CALIPER TREE PLANTING

REVISIONS	DATE	DESCRIPTION	SHEET NO.
			LD-9
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID SR 5 MONROE 450501-1-74-01 10/31/2022 12:15:18 PM Jennifer Wasker			LANDSCAPE DETAILS
KEITH OROPEZA, RLA LICENSE #LA000123 GAI CONSULTANTS, INC. 688 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		KEITH ONOPEZA, RLA LICENSE #1A000023 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	
ROAD NO. SR 5		FINANCIAL PROJECT ID 4505001-17-4-01	
COUNTY MONROE		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	
SHEET NO. LD-10		LANDSCAPE DETAILS	

TECHNICAL MAINTENANCE PLANS

INDEX OF MAINTENANCE PLANS

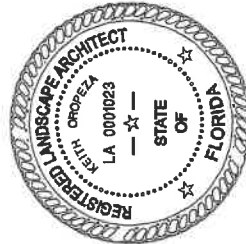
FINANCIAL PROJECT ID 450501-1-74-01

MONROE COUNTY (9001-0000)

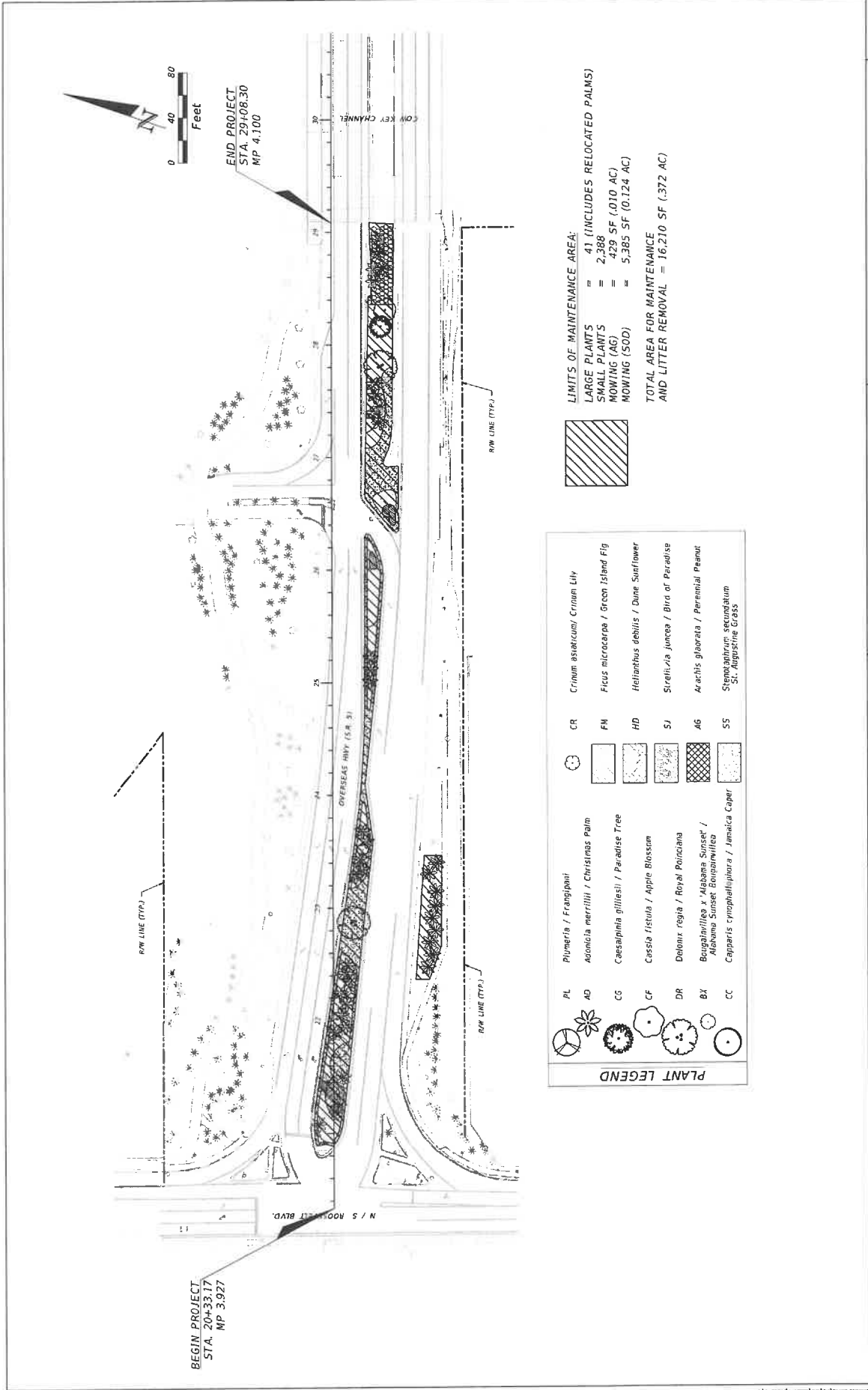
U.S. 1 / S.R. 5 / S.R. A1A

SHEET NO. SHEET DESCRIPTION
 LM-1 TECHNICAL MAINTENANCE PLAN NOTES
 LM-2 TECHNICAL MAINTENANCE PLAN

DESCRIPTION	DATE	REVISIONS
<p>LANDSCAPE TECHNICAL MAINTENANCE PLAN</p> <p>FOR CONSTRUCTION AND ONE-YEAR ESTABLISHMENT PERIOD. THE ACTIVITIES AND FREQUENCIES DESCRIBED BELOW AND IN THE ATTACHED MAINTENANCE PLANS REPRESENT THE MINIMUM MAINTENANCE REQUIREMENTS.</p> <p>MOWING: MAINTAIN THE TURF HEIGHT BETWEEN 3 INCHES AND 6 INCHES. PERFORM MOWING THROUGHOUT THE CONSTRUCTION AND ESTABLISHMENT PERIOD. SUPPLY HAND WATERING FOR ESTABLISHMENT OF PLANTING, TO PROVIDE RELIEF FROM DROUGHT, TO PROMOTE OPTIMAL GROWTH AND TO MAINTAIN FLORIDA #1 GRADE QUALITY.</p> <p>LITTER REMOVAL: PERFORM LITTER REMOVAL PRIOR TO AND IN CONJUNCTION WITH THE MOWING; HOWEVER, THE PUBLIC WORKS DIRECTOR MAY DIRECT LITTER PICKUPS IN ADDITION TO THOSE PERFORMED IN CONJUNCTION WITH THE MOWING, WITH NO ADDITIONAL COMPENSATION PROVIDED. PERFORM LITTER REMOVAL THROUGHOUT THE CONSTRUCTION AND ESTABLISHMENT PERIOD. INCLUDE REMOVAL OF FALLEN BRANCHES AND PALM FRONDS.</p> <p>EDGING: COINCIDE EDGING FREQUENCY WITH EACH MOWING CYCLE. MECHANICAL EDGE FOR TURF ADJACENT TO CURBS.</p> <p>WEEDING: MAINTAIN BEDS WEED FREE AT ALL TIMES. AT A MINIMUM, PERFORM MONTHLY WEEDING USING A POST-EMERGENT CHEMICAL HERBICIDE WITH PIGMENTED TRACER, AND A "SEDGE" SPECIFIC POST EMERGENT CHEMICAL HERBICIDE, APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION METHODS AND RATES. HAND-REMOVE ANY WEEDS ABOVE TWELVE (12) INCH HEIGHT PRIOR TO APPLYING HERBICIDE SPRAY. PERFORM FINAL WEEDING TEN (10) DAYS PRIOR TO FINAL ACCEPTANCE.</p> <p>CHEMICAL APPLICATIONS: INSPECT ALL PALMS AND TREES FOR PEST INFESTATION AND DISEASE ON A MONTHLY BASIS, CHECKING FOR THE PRESENCE OF INSECTS, GRUBS, MITES, FUNGUS, MOLD, ETC. APPLY FUNGICIDE AND PESTICIDES PER MANUFACTURER'S SPECIFICATION FOR APPLICATION METHODS AND RATES AS REQUIRED. SUBMIT DOCUMENTATION IN WRITING TO THE PUBLIC WORKS DIRECTOR CHEMICAL TYPE APPLIED, RATES OF APPLICATIONS, LOCATIONS, DATES OF APPLICATION AND TARGET PEST OR DISEASE.</p> <p>WATER SAUCERS, STAKES AND GUYS: MONITOR AND REPAIR WATER SAUCERS THROUGHOUT THE CONSTRUCTION AND ESTABLISHMENT PERIOD. MAINTAIN TREES AND PALMS UPRIGHT, WITH STAKES/GUYS MAINTAINED. INSPECT AND ADJUST STAKES AND GUYS MONTHLY AND AFTER MAJOR WIND EVENTS TO ENSURE STABILITY AND PLUMB CONDITION OF TREES AND PALMS. STAKES AND GUYS TO BE REMOVED AFTER ONE YEAR.</p> <p>FERTILIZATION OF TREES: FERTILIZE ALL TREES TO CORRECT NUTRITIONAL DEFICIENCIES AND MAINTAIN OPTIMUM HEALTH. PROVIDE FERTILIZER CONTAINING MACRONUTRIENTS AND MICRONUTRIENTS IN A CONTROLLED RELEASED FORM APPLIED AS PER MANUFACTURER'S SPECIFICATION FOR APPLICATION METHODS AND RATES. FERTILIZE ALL PLANTS ONCE DURING CONSTRUCTION AND THREE (3) TIMES PER YEAR DURING ESTABLISHMENT PERIOD. A MINIMUM OF 90 DAYS BETWEEN APPLICATION, PRIOR TO FINAL INSPECTION. SUBMIT MANUFACTURER'S LABELS TO PUBLIC WORKS DIRECTOR FOR REVIEW PRIOR TO APPLICATION.</p> <p>MULCH: 2 TIMES PER YEAR MAINTAIN MINIMUM OF THREE (3) INCHES COMPACTED DEPTH OF MULCH MATERIAL THROUGHOUT CONSTRUCTION AND ESTABLISHMENT PERIOD FOR ALL PLANT AREAS AS SHOWN IN THE PLANS. SPOT CHECK DEPTH DURING MONTHLY AND QUARTERLY INSPECTIONS AND REPLENISH TO MAINTAIN THREE (3) INCH DEPTH. INSPECT SLOPES AFTER MAJOR RAIN EVENTS AND CORRECT MULCH DEFICIENCIES. PERFORM TWO (2) FULL MULCH CYCLES PER YEAR DURING THE ONE (1) YEAR ESTABLISHMENT PERIOD AT SIX MONTH INTERVALS. VERIFY DEPTH THROUGHOUT PROJECT LIMITS. SEE LANDSCAPE PLANS FOR LOCATIONS OF APPLICATIONS.</p> <p>PRUNING: TREE AND PALMS 1 TIME PER QUARTER TREES: PRUNE AS REQUIRED AND AS DIRECTED BY THE PUBLIC WORKS DIRECTOR, TO MAINTAIN HORIZONTAL CLEARANCE, TO MAINTAIN STRUCTURAL INTEGRITY, AND TO REMOVE ALL SUCKERS, DEAD, DISEASED OR BROKEN BRANCHES. PALMS: PRUNE AS REQUIRED AND AS DIRECTED BY THE PUBLIC WORKS DIRECTOR, TO REMOVE BROKEN OR DEAD FRONDS AND FLOWER/SEED STALKS. SANITIZE TOOLS BETWEEN PRUNING/TRIMMING OF EACH TREE. MAINTAIN VERTICAL CLEARANCE SO THAT THERE IS NO ENCROACHMENT OF TREES, PALMS, TREE LIMBS, PALM FRONDS OR OTHER VEGETATION LOWER THAN 14.5 FEET OVER THE ROADWAY PAVEMENT OR BEYOND THE FACE OF ANY GUARDRAIL. INSTALL AND MAINTAIN ALL LANDSCAPE MATERIAL IN A MANNER WHEREBY TRAFFIC CONTROL SIGNAGE, CAMERAS AND DEVICES ARE VISIBLE TO MOTORISTS AND PEDESTRIANS AT ALL TIMES DURING THE CONSTRUCTION AND ESTABLISHMENT PERIOD.</p> <p>WORK ZONE TRAFFIC CONTROL NO LANE CLOSURES PERMITTED WITHOUT DEPARTMENT APPROVAL.</p>		



REVISIONS DESCRIPTION DATE	DEPARTMENT OF TRANSPORTATION ROAD NO. SR 5 COUNTY MONROE FINANCIAL PROJECT ID 450501-1-74-01 10/31/2022 12:18:40 PM	STATE OF FLORIDA KEITH OROPEZA, RLA LICENSE #LA0001023 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SHEET NO. LM-1
TECHNICAL MAINTENANCE PLAN NOTES			



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

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

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FLORIDA DEPARTMENT OF TRANSPORTATION
BEAUTIFICATION GRANT650-050-10
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 111th Avenue, Room 6251, Miami, FL 33172, Telephone number (305) 470-5452, Email address 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
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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
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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 111th Avenue, Room 6134
Miami, Florida 33172
Phone (305) 470-5349

FLORIDA DEPARTMENT OF TRANSPORTATION
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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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 OGC – 07/17

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>
Landscape - Large Plants	Furnish & Install Trees, Palms, and Shrubs	0	EACH
Name	Spec		
Name	Spec		
Name	Spec		
Name	Spec		
Name	Spec		
Landscape - Small Plants	Furnish & Install Shrubs / Gr. Covers	0	EACH
Name	Spec		
Name	Spec		
Name	Spec		
Landscape - Other	Furnish & Install Sod and Mulch		
Sod (Square Foot Area)	Certified, Disease, Pest, & Weed Free	0	EACH
Irrigation	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

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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.

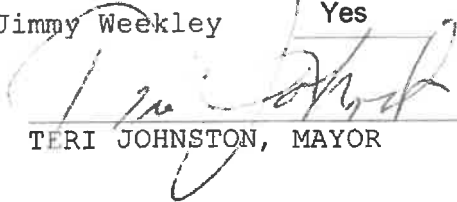
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

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

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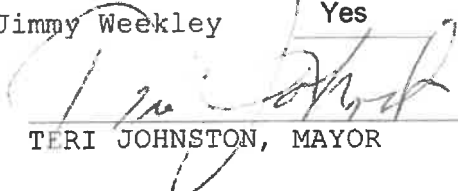
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Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	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


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

To: Natalie.Cortez@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2H15

2/10/2023

CONTRACT INFORMATION

Contract:	G2H15
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF KEY WEST
Vendor ID:	F596000346001
Beginning Date of This Agreement:	02/09/2023
Ending Date of This Agreement:	06/30/2023
Contract Total/Budgetary Ceiling:	ct = \$100,000.00
Description:	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