

RESOLUTION 19-09-88

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION APPROVE A COMMUNITY AESTHETIC FEATURES APPLICATION FOR A PUBLIC ART PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A COMMUNITY AESTHETIC FEATURES AGREEMENT; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, nine (9) sculptures created by the Art Students League of New York were transported to the Florida Keys through funding by local patrons and cooperative efforts of the Florida Keys Council of the Arts, Art in Public Places, the Monroe County Commission and the Morada Way Arts & Cultural District to create the Florida Keys Sculpture Trail; and

WHEREAS, Islamorada, Village of Islands (the "Village") received a request to provide a public location to place a set of three (3) sculptures within the Village, (the "Public Art Project"), as part of the Florida Keys Sculpture Trail; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") supports the Public Art Project and placement of the sculptures as Community Aesthetic Features within the Village; and

WHEREAS, the property with Parcel ID Number 00096500, within the boundaries of the Village, is a strip of land adjacent to US 1 at approximately Mile Marker 80 (the "Parcel") owned by the Florida Department of Transportation (the "FDOT"); and

WHEREAS, the location of the Parcel is appropriate for public access and viewing of the Public Art Project; and

WHEREAS, the Village confirms that requirements of the FDOT Design Manual Topic #625-000-02 Chapter 127, Community Aesthetic Features, can be met with the placement of this Public Art Project at the Parcel; and

WHEREAS, the Village will accept responsibility for installation and ongoing maintenance of the Public Art Project in accordance with all applicable standards and specifications; and

WHEREAS, the Village shall submit the necessary application to the FDOT for the Public Art Project to include the project description, plans, construction documents and other necessary documents as may be required by the FDOT; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the “Village Council”) finds that it is in the best interest of the Village to request the Florida Department of Transportation approve the Community Aesthetic Features Application to allow the Village to place the sculptures on the reference property.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Requesting FDOT Approval. The Village Council hereby requests that the Florida Department of Transportation approve the Community Aesthetic Features Application for the Public Arts Project.

Section 3. Execution of Agreement. The Village Manager is authorized to execute that Community Aesthetic Feature Agreement, attached as Exhibit “A” hereto on behalf of the Village, to execute any required agreements and/or documents to implement the terms and

conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 4. Transmittal. The Village Manager or his designee, shall transmit a copy of this resolution to the Florida Department of Transportation.

Section 5. Effective Date. This resolution shall become effective immediately upon its adoption.

Motion to adopt by Councilwoman Cheryl Meads, seconded by Councilman Jim Mooney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

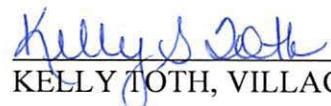
Mayor Deb Gillis	NO
Vice-Mayor Mike Forster	YES
Councilman Ken Davis	ABSENT
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

PASSED AND ADOPTED ON THIS 19TH DAY OF SEPTEMBER, 2019.



DEB GILLIS, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY



ROGET V. BRYAN, VILLAGE ATTORNEY

Submittal/Approval Letter

To: Daniel Iglesias, P.E.
District Design Engineer

Date: _____

Financial Project ID: N/A

New Construction ()

RRR ()

Federal Aid Number: N/A

Project Name: Florida Keys Sculpture Trail Islamorada Location

State Road Number: SR-5

Co/Sec/Sub.: _____

06/64/37

Begin Project MP: 6.17

End Project MP: _____

6.57

Full Federal Oversight: Yes() No()

Request for: Design Exception () Design Variation ()

Community Aesthetic Feature: Conceptual () Final ()

(For Design Exception or Variations Requiring Central Office Approval)

Re-submittal: Yes() No() Original Ref# _____

Requested for the following element(s):

() Design Speed () Lane Width () Shoulder Width () Cross Slope
() Design Loading Structural Capacity () Vertical Clearance () Maximum Grade () Stopping Sight Distance
() Superelevation () Horizontal Curve Radius () Other CAF

MM80 Art Sculptures

The placement of nine (9) sculptures throughout the Florida Keys has been achieved through the coordination of the Florida Keys Council of the Arts, Art in Public Places, the Monroe County Commission and the Morada Way Arts & Cultural District who worked together to find placements for sculptures, created by the Art Students League of New York, along the U.S. 1 Scenic Highway. The project is known as the Florida Keys Sculpture Trail and includes a set of three (3) sculptures for which the Morada Way Arts & Cultural District accepted ownership and committed to having placed within Islamorada, Village of Islands.

The site identified for placement of the sculptures is a quarter-mile long strip of land adjacent to the Overseas Highway which is owned by the Florida Department of Transportation at approximately Mile Marker 80.1 to 80.35 Bayside. The identified site would provide essentially unlimited access for public viewing of the sculptures.

Islamorada, Village of Islands requests approval of the sculpture placement as a Community Aesthetic Feature. Attached is, 1) Resolution No. 19-02-08 adopted by the Islamorada Village Council on February 21, 2019, and, 2) site plan documents.

Recommended by:


Seth Lawless
Islamorada Village Manager

Date 2-27-19

Approvals:


Daniel Iglesias, PE
District Design Engineer

Date 10/4/19


James Wolfe, PE
District Secretary

Date 10/4/19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COMMUNITY AESTHETIC FEATURE AGREEMENT

625-010-10
ROADWAY DESIGN
OGC - 08/17
Page 1 of 12

State Road/Local Road 5 _____ Section No. 90/060/000 CAFA No. 2019-M-692-00003

This Community Aesthetic Feature Agreement ("Agreement") is entered into this 5 day of April, between the State of Florida, Department of Transportation ("Department") and Village of Islamorada ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from the Department to install a [CHOOSE ONE: Public Art, Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road 5 / US 1 at MP6.17 to MP 6.57 in Monroe County, Florida ("Project").

B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through _____, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within 3 YEARS (1,095) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [CHOOSE ONE: Public Art, Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at SR 5 / US 1/ Overseas Highway from MP 6.17 to MP 6.57.

. The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such

plans and improvements satisfies the Department's requirements, and the Department expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

- b. The Agency 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. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency 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 FDOT Standard Specifications, Section 102. The Agency 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 FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, Andres Berisiartu, at (305) 640-7433 or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's 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 Agency's use, occupancy or possession of the Department's right-of-way.
- g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed

and sealed by the responsible professional for the project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations 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. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's 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, at Agency's sole cost and expense.

- k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency 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 may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency 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 Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

Any modifications to the location of the sculptures require Department approval. All maintenance requirements will be the responsibility of the Agency. The Department will mow the areas around the sculptures. If the sculptures are damaged, the Agency has 48 hours to provide safe measures around them, including ensuring parts of the sculptures are moved outside of the clear zone. Permanent repairs should be completed within 90 days of commencing the repair work. Damages to Department's assets resulting from the statues, including but not limited to crashes, accidents, theft, acts of God, etcetera, whether it was caused or not caused by the Agency, will be the Agency's responsibility to repair.

- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ 25,000.00. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated

restoration/removal costs less than or equal to \$2000.00.

District Maintenance Engineer, _____ Date: _____.

n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement: "The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 6 PROGRAM MANAGER

Karina Fuentes, P.E.

District Roadway Design Engineer

Phone: 305-470-5310

Fax: 305-470-5380

Islamorada Village COUNTY [OR CITY], FLORIDA
Andrew "A.J." Engelmeyer

Public Works Director
86800 Overseas Hwy, Islamorada, FL 33036
Phone: 305-852-16933
Fax: 305-852-9523

7. TERMINATION OF AGREEMENT. The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency 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 Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it 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 Agency 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.

10. UNAUTHORIZED ALIENS. The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts

and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency 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 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 Agency 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.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. 90/060/000 CAFA No. 2019-M-692-00003

AGENCY

Village of Islamorada

By: Deb Gillis

Print Name: Deb Gillis

Title: Mayor

As approved by the Council, Board, or

Commission on: September 19, 2019

Attest: Kelly S. Jotk

Legal Review:


2019-M-692-00003

City or County Attorney

DEPARTMENT

2019-M-692-00003

State of Florida, Department of Transportation IR

By: Rudy Geron

Print Name: Rudy Geron

Title: Director of Operations

Date: 10/28/2019

Legal Review:

Andrea Gonzalez

Section No. 90/060/000 CAFA No. _____

EXHIBIT "A"

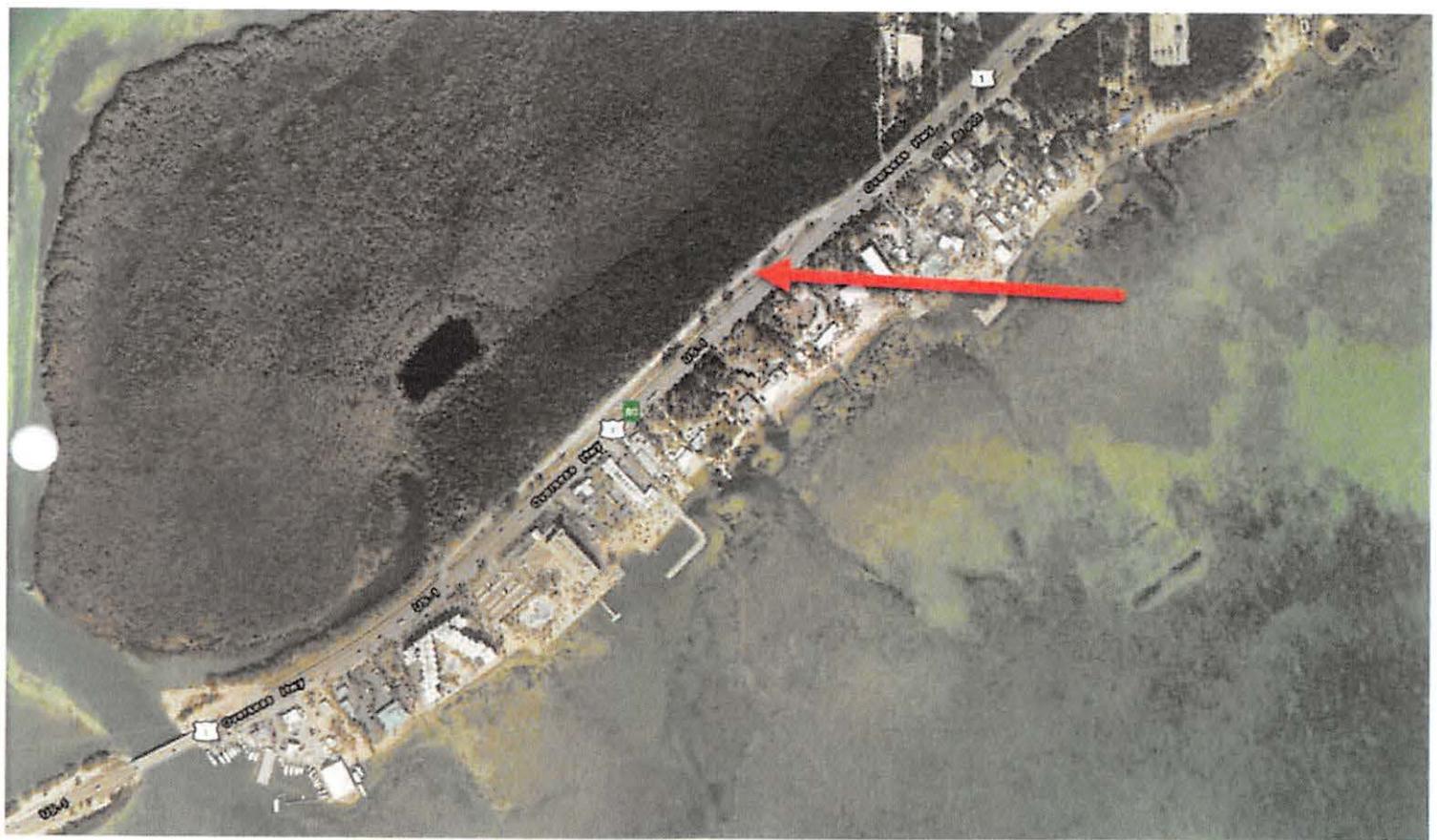
PROJECT DESCRIPTION

I. SCOPE OF SERVICES

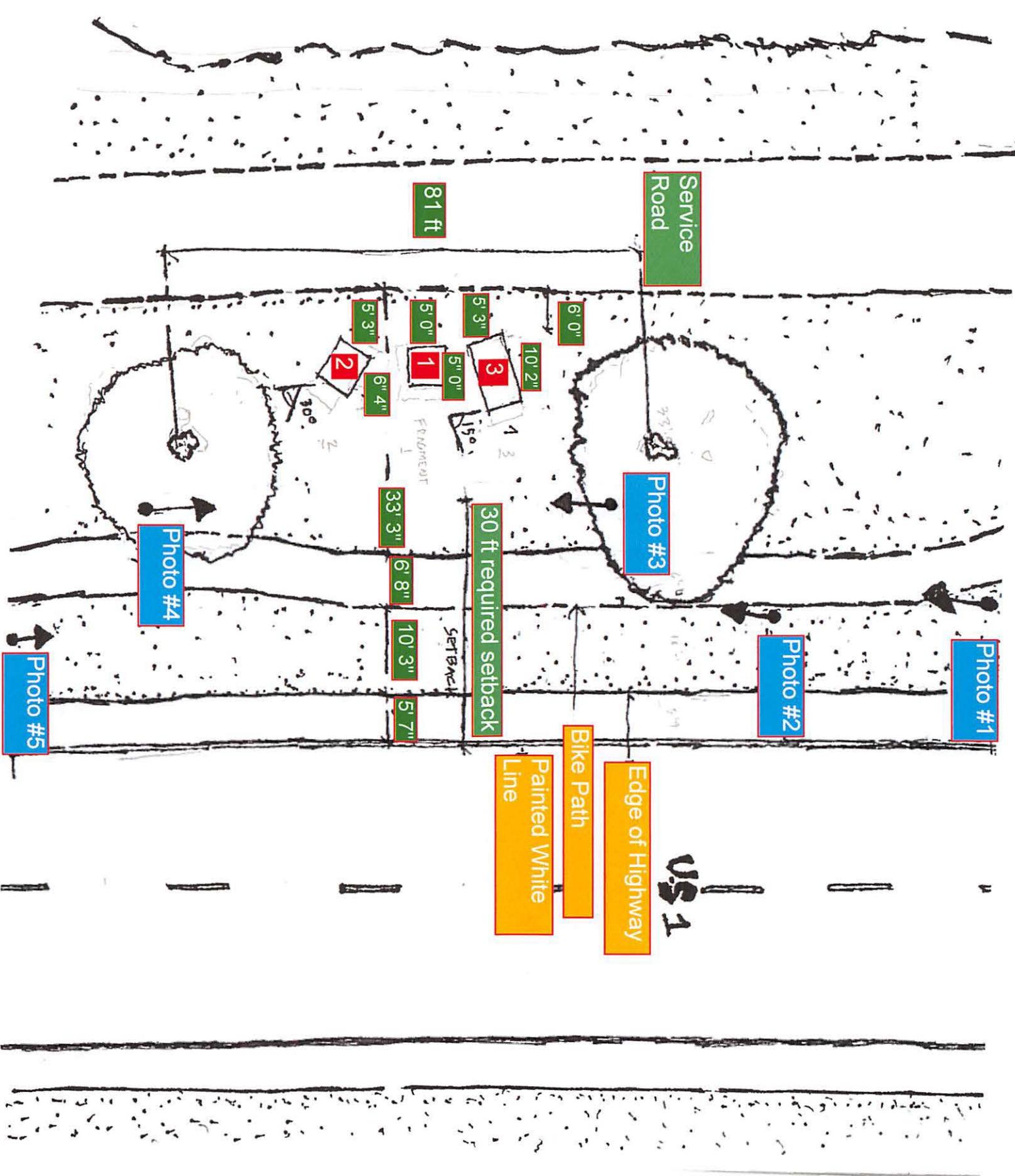
[Provide a description of the improvements proposed within the Department's right-of-way]

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by _____, P.E./R.L.A./Architect and dated _____. Any revisions to these plans must be approved by the Department in writing.







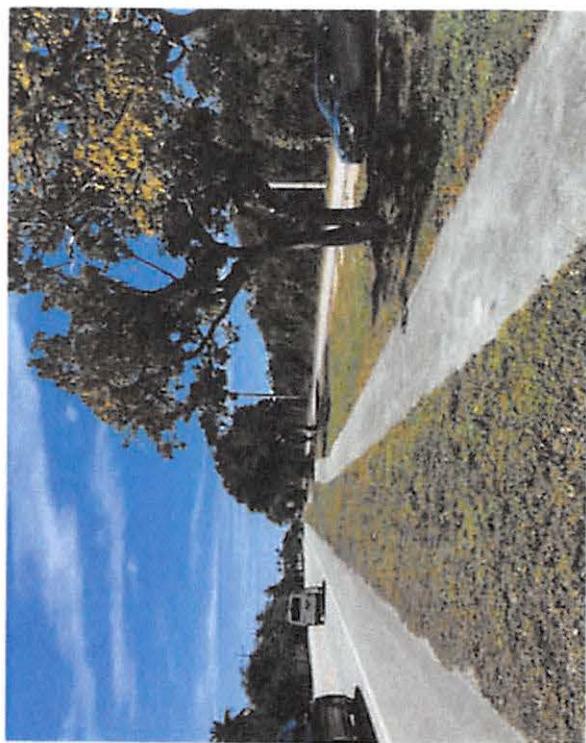


Photo #2



Photo #1



Photo #4

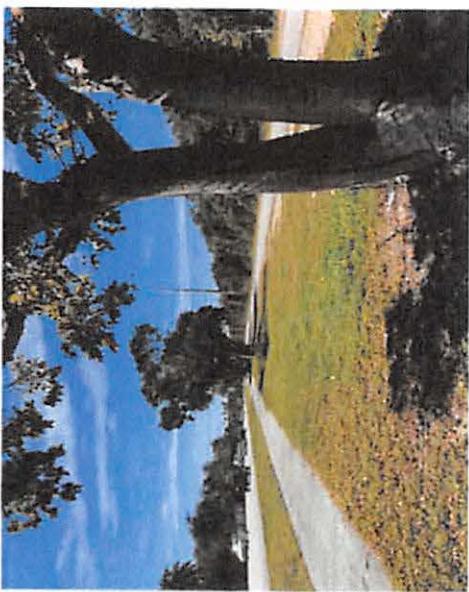


Photo #3

U.S. 1 SCULPTURE TRAIL

"FRAGMENTS" BY SHIHO SATO

PREPARED FOR THE VILLAGE ISLAND MORADA
ART IN PUBLIC PLACE COMMITTEE
ON BEHALF OF THE DONORS FOR
MORADA WAY ART AND CULTURAL
DISTRICT FEB. 15, 2019

RESOLUTION 19-02-08

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION APPROVE A COMMUNITY AESTHETIC FEATURES APPLICATION FOR A PUBLIC ART PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A COMMUNITY AESTHETIC FEATURES AGREEMENT; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, nine (9) sculptures created by the Art Students League of New York were transported to the Florida Keys through funding by local patrons and cooperative efforts of the Florida Keys Council of the Arts, Art in Public Places, the Monroe County Commission and the Morada Way Arts & Cultural District to create the Florida Keys Sculpture Trail; and

WHEREAS, Islamorada, Village of Islands (the "Village") received a request to provide a public location to place a set of three (3) sculptures within the Village, (the "Public Art Project"), as part of the Florida Keys Sculpture Trail; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") supports the Public Art Project and placement of the sculptures as Community Aesthetic Features within the Village; and

WHEREAS, the property with Parcel ID Number 00096500, within the boundaries of the Village, is a strip of land adjacent to US 1 at approximately Mile Marker 80 (the "Parcel") owned by the Florida Department of Transportation (the "FDOT"); and

WHEREAS, the location of the Parcel is appropriate for public access and viewing of the Public Art Project; and

WHEREAS, the Village confirms that requirements of the FDOT Design Manual Topic #625-000-02 Chapter 127, Community Aesthetic Features, can be met with the placement of this Public Art Project at the Parcel; and

WHEREAS, the Village will accept responsibility for installation and ongoing maintenance of the Public Art Project in accordance with all applicable standards and specifications; and

WHEREAS, the Village shall submit the necessary application to the FDOT for the Public Art Project to include the project description, plans, construction documents and other necessary documents as may be required by the FDOT; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that it is in the best interest of the Village to request the Florida Department of Transportation approve the Community Aesthetic Features Application to allow the Village to place the sculptures on the reference property.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Requesting FDOT Approval.** The Village Council hereby requests that the Florida Department of Transportation approve the Community Aesthetic Features Application for the Public Arts Project.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute a Community Aesthetic Feature Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 4. **Transmittal.** The Village Manager or his designee, shall transmit a copy of this resolution to the Florida Department of Transportation.

Section 5. **Effective Date.** This resolution shall become effective immediately upon its adoption.

Motion to adopt by Vice Mayor Mike Forster, second by Councilwoman Cheryl Meads.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Deb Gillis	NO
Vice Mayor Mike Forster	YES
Councilman Ken Davis	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

PASSED AND ADOPTED ON THIS 21ST DAY OF FEBRUARY, 2019.



DEB GILLIS MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY



ROGET V. BRYAN, VILLAGE ATTORNEY

CONSTRUCTION PLANS
FOR
FOUNDATIONS FOR STATUES
PART 2, "FRAGMENTS"

SITE LOCATION



LOCATION MAP:

PROJECT LOCATION:
PUBLIC RIGHT-OF-WAY,
VICINITY OF
80231 OVERSEAS HWY,
UPPER MATECUMBE KEY
ISLAMORADA, FL 33036,
24°54'10.57"N, 80°39'10.62"W

SECTION: 32, TOWNSHIP: SOUTH
RANGE: 37 EAST



REV. DESCRIPTION:	BY:	DATE:
STATE: FINAL		
ARTIBUS DESIGN ENGINEERING AND PLANNING		
ARTIBUS DESIGN 3706 N. RODESEVELL BLVD SUITE 1200 KEY WEST, FL 33040 (305) 294-3512 www.artibusdesign.com CA # 30835		
FL. KEYS COUNCIL OF THE ARTS 1100 BIMONTH ST. KEY WEST, FL 33040 (305) 298-4369		
PROJECT: FOUNDATIONS FOR STATUES PART 2, "FRAGMENTS"		
SITE: 24°54'10.57"N, 80°39'10.62"W ISLAMORADA, FL 33036		
FILE: COVER		
EX-1014-19	DATE: 11/15/19	EX-1028-19
PROJECT #: 1706-19	MANUFACTURER:	REVISION:
S-100		1

GENERAL REQUIREMENTS:

- PRIOR TO STARTING ANY WORK, THE CONTRACTOR SHALL REVIEW THESE PLANS AND SITE CONDITIONS AND NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
- THE ENGINEER IS NOT RESPONSIBLE FOR THE SUPERVISION OF THE CONTRACTOR NOR HIS EMPLOYEES DURING THE CONSTRUCTION. IT IS CONTRACTOR'S RESPONSIBILITY TO PROVIDE MEANS AND ESTABLISH METHODS OF THE CONSTRUCTION TO MEET REQUIREMENTS OF ALL APPLICABLE CODES, INDUSTRY STANDARDS AND REQUIREMENTS OF THESE PLANS.
- QUALITY OF THE WORK SHALL MEET OR EXCEED INDUSTRY STANDARD PRACTICES.
- ANY DEVIATIONS FROM THESE PLANS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER.

DESIGN DATA:

- APPLICABLE BUILDING CODE: FBC 6TH EDITION (2017)
- APPLICABLE DESIGN LOADS: PER ASCE/SEI 7-10
 - FLOOR LIVE LOAD: N/A PSF
 - ROOF LIVE LOAD: N/A PSF
 - WIND SPEED: 180 MPH
 - EXPOSURE: D

STRUCTURAL CATEGORY: II
FLOOD ZONE: ZONE X, 0.2 PCT

ALL PRESSURES SHOWN ARE BASED ON ASD DESIGN,
WITH A LOAD FACTOR OF 0.6

SOILS AND FOUNDATIONS:

- ALL FOUNDATIONS, SLABS AND FOOTERS SHALL BE PLACED ON STABILIZED UNDISTURBED SUBGRADE SOIL.
- MINIMUM FOUNDATION DEPTH SHALL BE 24" UNLESS OTHERWISE IS SPECIFIED ON THE PLANS. IF OVER-EXCAVATED - FILL SHALL NOT BE PLACED BACK INTO THE TRENCH UNLESS APPROVED BY THE ENGINEER.
- FILL UNDER THE FOUNDATIONS SHALL BE USED ONLY IF APPROVED BY THE ENGINEER. CLEAN FILL MATERIAL SHALL BE PLACED IN 6"-8" LAYERS AND COMPAKED TO 98% DENSITY USING THE VIBRO PACTOR TEST.
- FILL MATERIAL SHALL BE CLEAN GRANULAR SAND OR LIMESTONE MIX WITHOUT ANY ORGANIC MATERIALS, CLAY, MUCK AND ROCKS LARGER THAN 6". BACKFILL SHALL NOT CONTAIN ANY WOOD OR CELLULOSE DEBRIS.

CONCRETE

- APPLICABLE CODE ACI 318 LATEST EDITION AND ACI 301.
- ALL CONCRETE ELEMENTS SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 4000 PSI UNLESS OTHERWISE IS SHOWN ON THE PLANS. WATER CEMENT RATIO SHALL NOT EXCEED W/C=0.40.
- ALL CAST-IN-PLACE CONCRETE SHALL BE CURED AND PROTECTED FROM OVERDRYING PER ACI 305R-10 "HOT WEATHER CONCRETING".
- ALL EXPOSED EDGES SHALL HAVE 1/2" CHAMFERS.
- NO COLD JOINTS ARE ALLOWED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- TESTING: ALL FIELD AND LABORATORY TESTING SHALL BE PERFORMED BY THE INDEPENDENT SPECIALIZED COMPANY.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL SCHEDULING, COORDINATION AND COST OF TESTING COMPANY.
- THREE (3) SAMPLES SHALL BE TAKEN AND TESTED EACH TIME.

MINIMUM SAMPLING FREQUENCY:

- EACH DAY OF CONCRETING FOR EVERY CONCRETE MIX;
- EVERY 50 CUBIC YARDS;
- EVERY 2000 SQ.FT. OF SLAB AREA.

ALL TESTING SHALL BE PER LATEST ACI AND ASTM REQUIREMENTS.
LABORATORY SHALL SUPPLY THREE (3) ORIGINAL SIGNED&SEALED REPORT RESULTS TO THE ENGINEER.

7. CAST-IN-PLACE AND PRECAST MEMBERS ERECTION TOLERANCES SHALL BE AS SPECIFIED IN THE TABLE B.2.2 OR IN SECTION 8.3 OF "PCI DESIGN HANDBOOK/SIXTH EDITION".

REINFORCEMENT

- ALL REBARS SHALL BE DEFORMED CARBON-STEEL ASTM A615/A615M-13 GRADE 60 UNLESS OTHERWISE SPECIFIED ON THE PLANS.
- ADD ALTERNATE REINFORCEMENT OPTION: ASTM A1035 GRADE 100 (CHROMX9100) AS CORROSION RESISTANT ALTERNATIVE FOR ALL REINFORCEMENT.
- ALL REQUIREMENTS FOR PLACEMENT, COVER, TOLERANCES, ETC. SHALL BE PER ACI 318-11.
- ALL HOOKS AND BENDS SHALL BE FACTORY MADE UNLESS FIELD BENDS ARE APPROVED BY THE ENGINEER.
- ONLY PLASTIC CHAIRS AND CENTRALIZERS SHALL BE USED FOR REBAR SUPPORT.

STRUCTURAL LUMBER

- ALL WOOD MEMBERS SHALL MEET OR EXCEED REQUIREMENTS SPECIFIED IN "ANSI/AF&PA NATIONAL DESIGN SPECIFICATION (NDS) FOR WOOD CONSTRUCTION" AND ALL REFERENCED STANDARDS.
- ALL WOOD MEMBERS SHALL BE SOUTHERN PINE NO2 OR GREATER KILN DRIED AS SPECIFIED IN THE STANDARDS, UNLESS OTHERWISE SPECIFIED.
- ALL WOOD MEMBERS EXPOSED TO EXTERIOR IN DIRECT CONTACT WITH CONCRETE OR STEEL SHALL BE PREVIOUSLY TREATED (PT) IN ACCORDANCE PER AWPA STANDARDS.
- ALL FIELD CUTS IN PT LUMBER SHALL TREATED ON SITE.
- NAILING SHALL BE IN ACCORDANCE WITH FBC 2010. NAILS AND OTHER FASTENERS FOR PT WOOD SHALL BE STAINLESS STEEL OR ACQ APPROVED TREATED.
- SEATHING SHALL BE 1/8" X 3/4" CDX PLYWOOD SHEATHING GRADE, UNLESS OTHERWISE IS SPECIFIED ON THE PLANS. USE BD RING-SHANK NAILS WITH SPACING OF 4" O.C. ON ALL EDGES AND 6" O.C. IN THE FIELD.

HARDWARE

- HARDWARE SHALL BE 304 STAINLESS STEEL OR BETTER OR ZMAX GALVANIZED FOR NON EXPOSED SIMPSON PRODUCTS, UNLESS OTHERWISE SPECIFIED.
- ALL CONNECTORS SHALL HAVE STAINLESS STEEL SCREWS AND FASTENERS OR ACQ APPROVED TREATED (FOR NOT EXPOSED LOCATIONS).

STRUCTURAL STEEL

- STRUCTURAL STEEL COMPONENTS SHALL BE AS DESCRIBED IN 'SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS' AISC 2005 OR LATER EDITION.
- HSS SHAPES (STRUCTURAL TUBING) SHALL BE ASTM A500 (FY=46 KSI).
- STEEL PLATES, FLANGES AND MISCELLANEOUS ELEMENTS SHALL BE ASTM A36 (FY=36 KSI) UNLESS NOTED OTHERWISE ON THE PLANS.
- W-SHAPES, C-SHAPES AND OTHER FORMED STEEL SHALL BE ASTM A36 (FY=36 KSI).
- ALL WELDING SHALL BE IN CONFORMANCE WITH THE LATEST SPECIFICATIONS AWS D1.1/D1.1M:2010, STRUCTURAL WELDING CODE - STEEL.
- BOLTS: HOT DIP GALVANIZED, A325N, A563DH HEX NUTS, F436 WASHERS.
- ANCHOR BOLTS: HOT DIP GALVANIZED, A307 GRADE A, A563DH HEX NUTS, FB44 WASHERS.

STRUCTURAL STEEL COATING

- ALL SURFACES SHALL BE ABRASIVE BLAST CLEANED TO NEAR-WHITE METAL (PER SSPC-SP10) EXPOSED STEEL:
- ALL SURFACES SHALL BE PRIMED WITH POLYAMIDE EPOXY - ONE COAT (8.0 MILS DFT).
- APPLY SEALANT AT ALL LOCATIONS WHERE STEEL IS WELDED, LAPPED ETC. SEALANT MATERIAL SHALL BE COMPATIBLE WITH THE PAINTING SYSTEM.
- TOP LAYER SHALL BE TWO (2) COAT POLYURETHANE (3.0 MILS DFT EACH).
- TOP PAINT SHALL BE UV RESISTANT OR HAVE A UV RESISTANT COATING.
- COLORS SHALL MATCH EXISTING OR TO BE SELECTED BY THE OWNER.

REV. DESCRIPTION	201	DATE
STAGE: FINAL		

ARTIBUS DESIGN
ENGINEERING AND PLANNING

ARTIBUS DESIGN
3705 N. RODDREVELL BLVD
SUITE 120B
KEY WEST, FL 33040
(305) 304-3512
www.ArtibusDesign.com
CA # 30825

THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ENGINEER'S SEAL

FL. KEYS COUNCIL OF THE ARTS
1100 BROWNSTON ST.
KEY WEST, FL 33040
(305) 304-4369

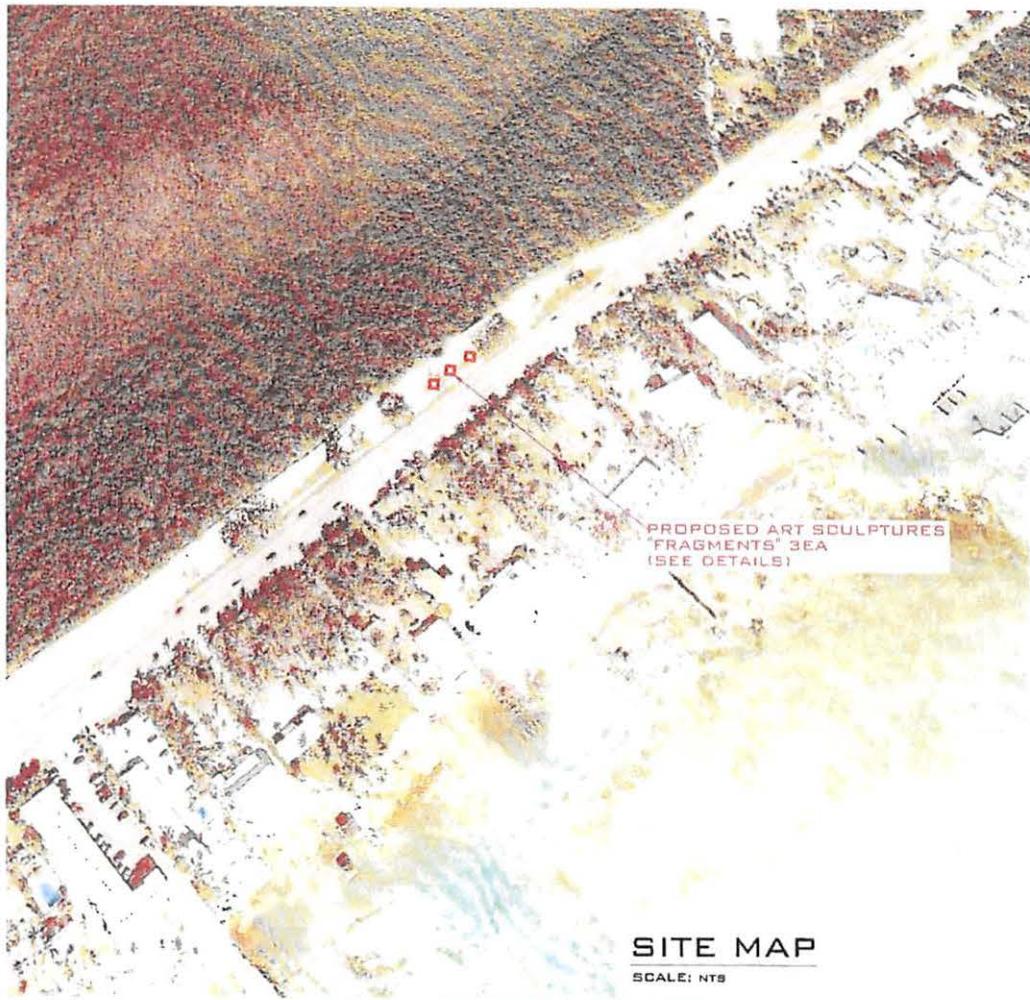
PROJECT: FOUNDATIONS
FOR STATUES
PART 2, "FRAGMENTS"

SITE: 24.913572N, 80.640089W
ISLAMORADA, FL 33036

NOTES

DATE: NOV 18, 2018
SIGNATURE: DAVID MASTAKOV
PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO. 71480

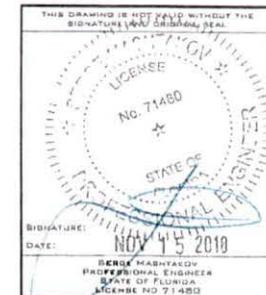
END OF DRAWING	DATE: 11/18/18	SPRINT: 000	CHIEF:
AS SHOWN	11/18/18	000	000
RECORDED	11/18/18	000	000
1706-19	S-101	1	



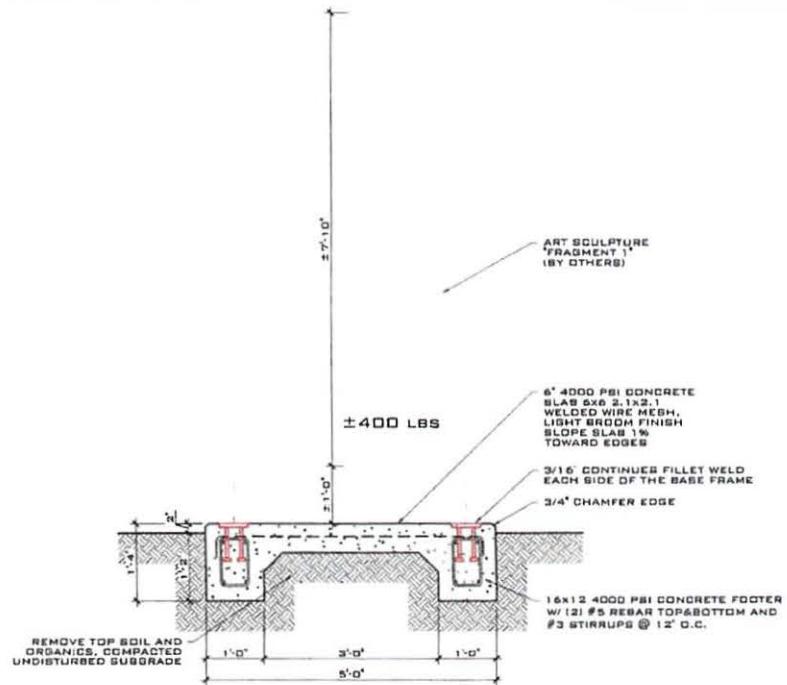
SITE MAP

SCALE: NTS

NOTES: 1. FOUNDATION INSTALLERS SHALL COORDINATE FINAL LOCATION AND STATUES WITH VILLAGE OF ISLAMORADA ENGINEERING DEPARTMENT. CLEAR DISTANCES FROM FOOT AND VILLAGE STREET TRAVEL LANES SHALL BE OBSERVED. UNDERGROUND AND OVERHEAD UTILITIES MUST BE LOCATED PRIOR ANY EXCAVATION AND INSTALLATION OF FOUNDATIONS. 2. STATUES SHALL BE CONSIDERED "BREAK-AWAY" DESIGN AND FINAL LOCATION OF ALL ELEMENTS MUST BE APPROVED BY FOOT REPRESENTATIVE AFTER STAKE-OUT ("WHITE-LINING") IN THE FIELD. CLEAR ZONE FROM THE TRAVEL LANE MUST BE OBSERVED.

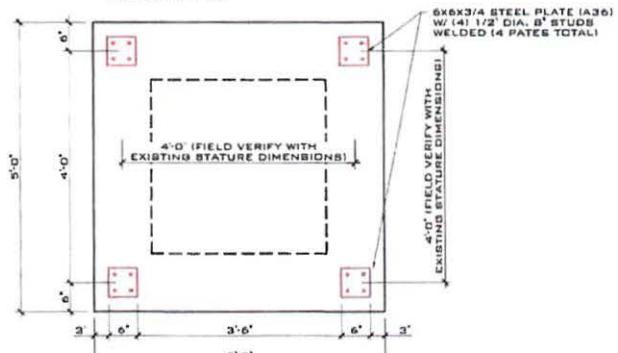


REV. PERIODIC	BY:	DATA:
STATUS: FINAL		
ARTIBUS DESIGN <small>ENGINEERING AND PLANNING</small>		
ARTIBUS DESIGN 3706 N. RODESEVELT BLVD. SUITE 1120B KEY WEST, FL 33040 (305) 304-2512 www.ArtibusDesign.com CA # 30835		
PLATE	FL. KEYS COUNCIL OF THE ARTS 1100 SW 6TH ST. KEY WEST, FL 33040 T: (305) 255-4269	
PROJECT	FOUNDATIONS FOR STATUES PART 2, "FRAGMENTS"	
DATE	24-913672N, B0-040089W ISLAMORADA, FL 33036	
TYPE	SITE MAP	
ISSUE BY (T/T)	DATE AS SHOWN	DRAWN BY SAM
PREPARED BY	DRAWN BY SAM	CHECKED BY SAM
1706-19		S-102
1		



ART SCULPTURE "FRAGMENT 1"
SECTION VIEW

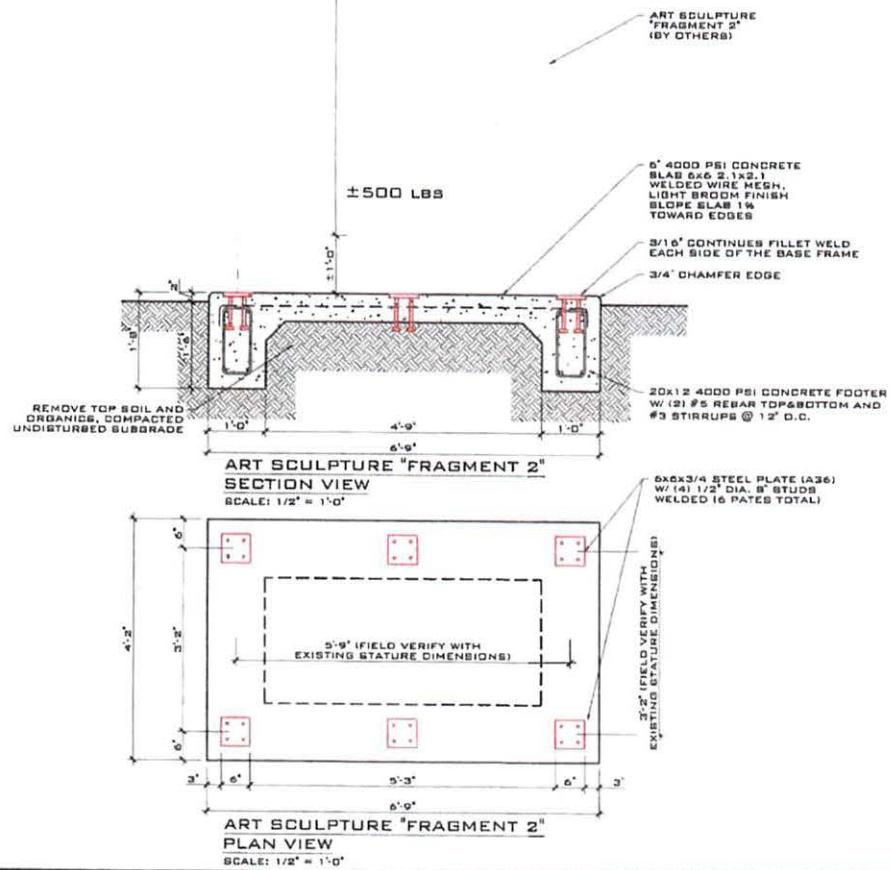
SCALE: 1/2" = 1'-0"



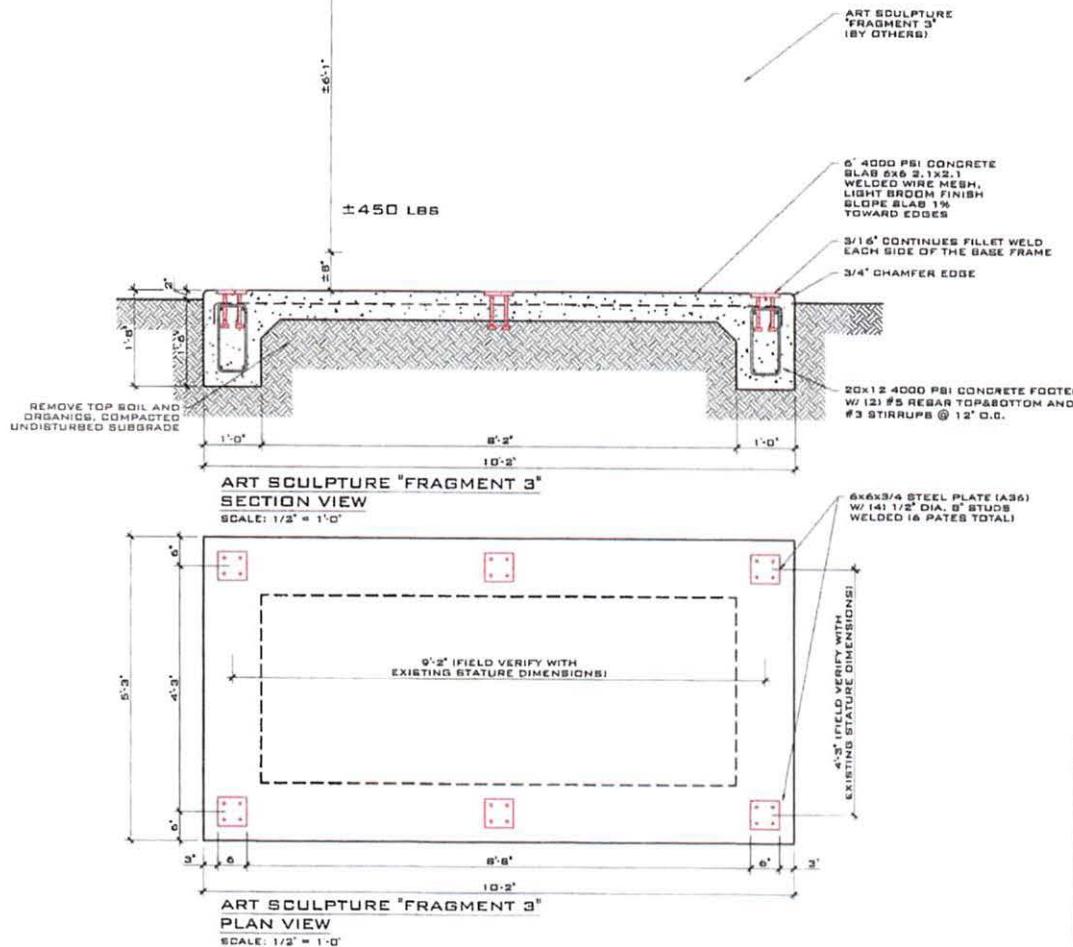
ART SCULPTURE
PLAN VIEW

PEAN VIEW





ITEM DESCRIPTION:	BT	DATE:
STATUS: FINAL		
 ARTIBUS DESIGN ENGINEERING AND PLANNING		
ARTIBUS DESIGN 3708 N. ROOSEVELT BLVD SUITE 1-208 KEY WEST, FL 33040 (305) 304-2512 WWW.ARTIBUSDESIGN.COM CA # 30835		
BL #1: FL. KEYS COUNCIL OF THE ARTS 11000 CR 600 KEY WEST, FL 33040 T: (305) 255-4269		
#1401: FOUNDATIONS FOR STATUES PART 2, "FRAGMENTS"		
SITE: 24.913672N, 80.540089W ISLAMORADA, FL 33035		
FILE #: FOUNDATION DETAILS FRAGMENT 2		
SCALE: 1/100' - 100' DRAFTER: SAM CHECKER: SAM AS SHOWN 1/15/81 SAM		
DRAWING NO.: 1706-19 REVISED NO.: 1		
1706-19 B-104 1		



THIS DRAWING IS FOR VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL

FL. KEYS COUNCIL OF THE ARTS
1100 BROWNSTON ST.
KEY WEST, FL 33040
T: (305) 295-4369

PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSURE NO. 71480
DATE: NOV 15 2018

Signature: S. MASTALOV
Professional Engineer
State of Florida
LICENSURE NO. 71480

RECEIVED DATE: AS SHOWN 11/15/18 DRAWN: SAM CHECKED: SAM
PROJECT NO. 1706-19 DRAWN NO. 1 REV. NO. 1

ARTIBUS DESIGN
ENGINEERING AND PLANNING

ARTIBUS DESIGN
3700 N. RODESEVIL BLVD
SUITE 1-208
KEY WEST, FL 33040
(305) 295-4369
WWW.ARTIBUSDESIGN.COM
CA # 30835

FL. KEYS COUNCIL OF THE ARTS
1100 BROWNSTON ST.
KEY WEST, FL 33040
T: (305) 295-4369

FOUNDATIONS
FOR STATUES
PART 2, "FRAGMENTS"

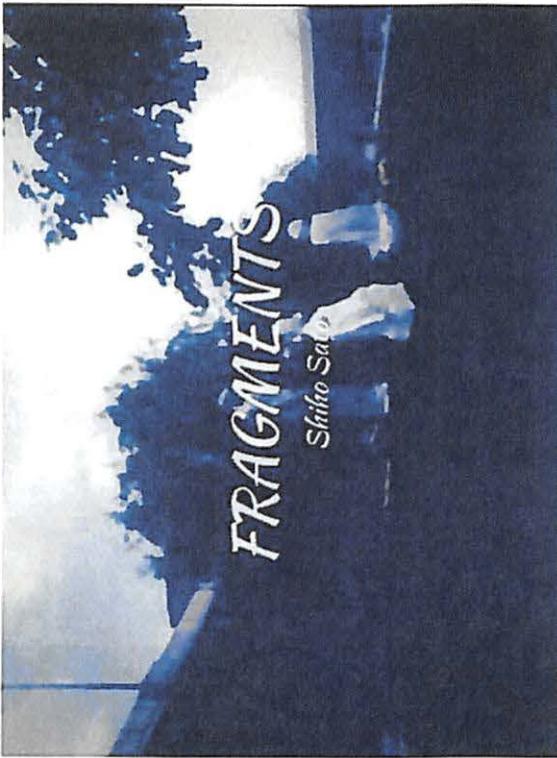
24.913572N, 80.640089W
ISLAMORADA, FL 33036

FOUNDATION DETAILS
FRAGMENT 3

RECEIVED DATE: AS SHOWN 11/15/18 DRAWN: SAM CHECKED: SAM
PROJECT NO. 1706-19 DRAWN NO. 1 REV. NO. 1



Site 1 - Riverside Park Location Photo



Structural Drawings List:

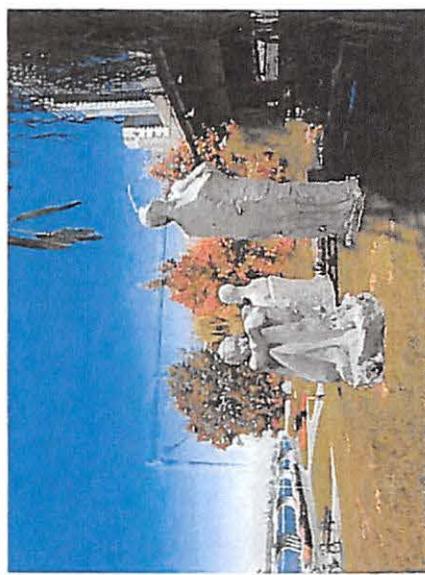
S-401-00 Site 1 - "Fragments"
 S-402-00 Sheet 1 - Related Voids
 S-403-00 Sheet 1 - Construction Drawings 1
 S-404-00 Sheet 1 - Construction Drawings 2
 S-405-00 Sheet 1 - Subject to Base Construction
 Existing Reinforced Concrete Pile
 S-406-00 Modification to Existing Sheet 1 Pile



Looking East



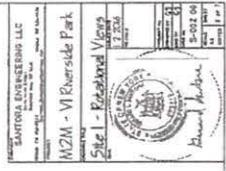
Looking West



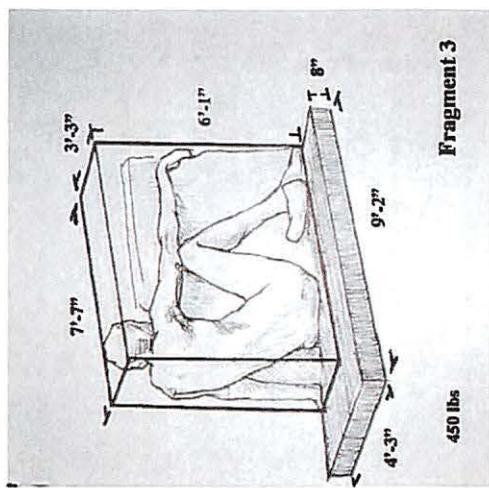
Looking North



Looking South

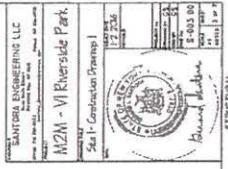
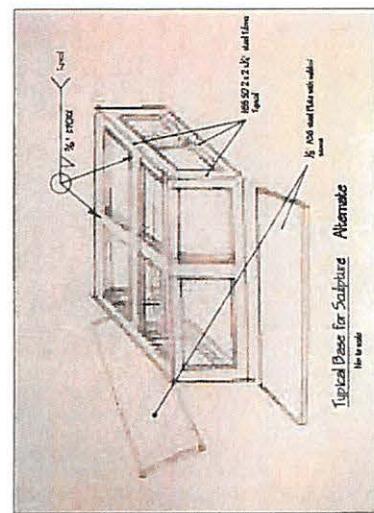
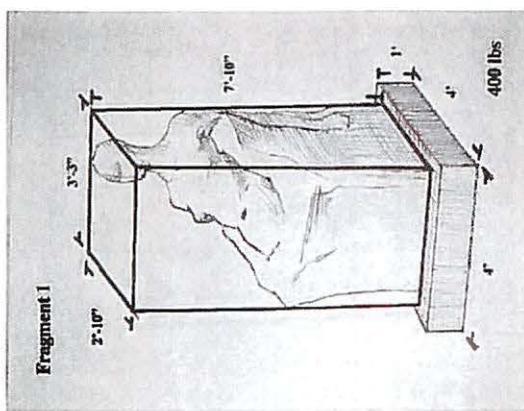
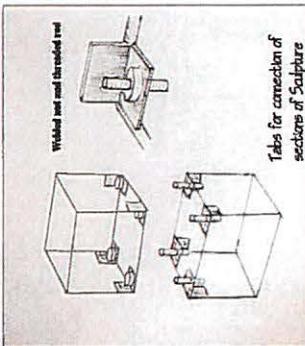
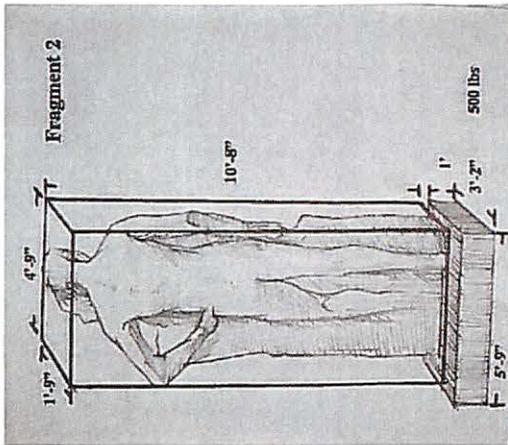
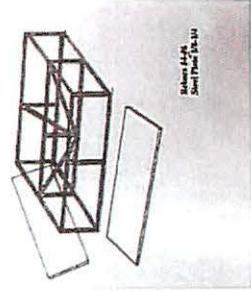


Size | Title: "Fragments"
Artist: Shoko Saito



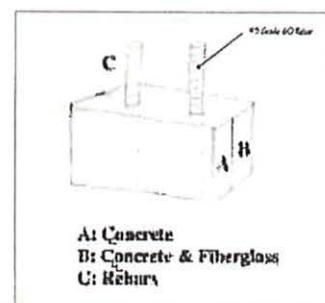
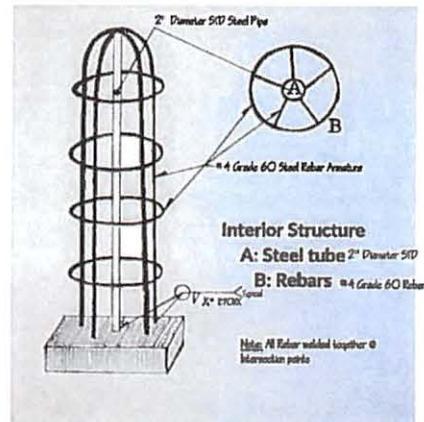
Site I Title: "Fragments"
Artist: Shio Saka

Pedestal



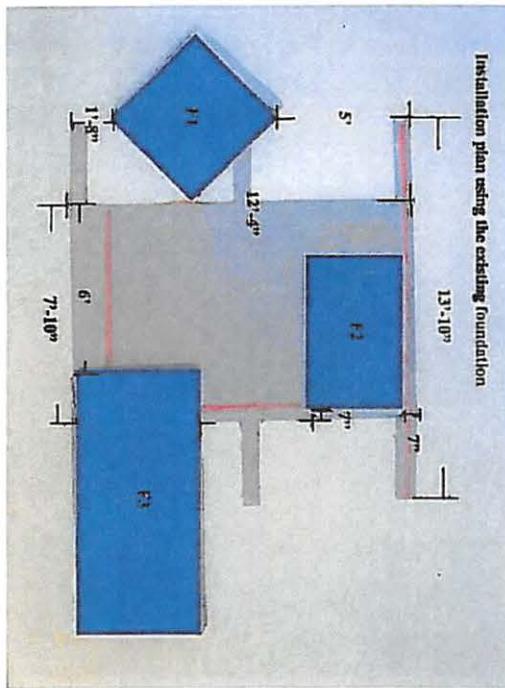
STRUCTURAL

New Maquette in process



Site 1 Title: "Fragments"
Artist: Shiro Sato





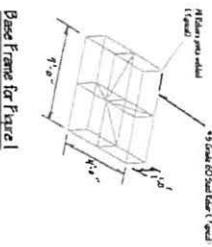
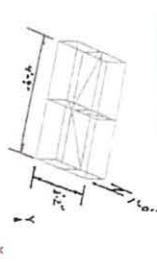
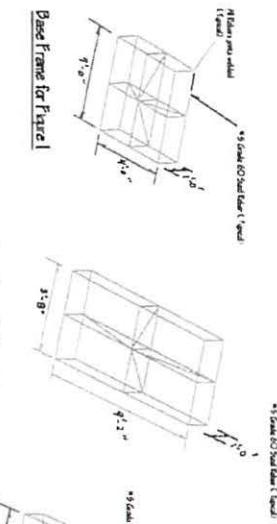
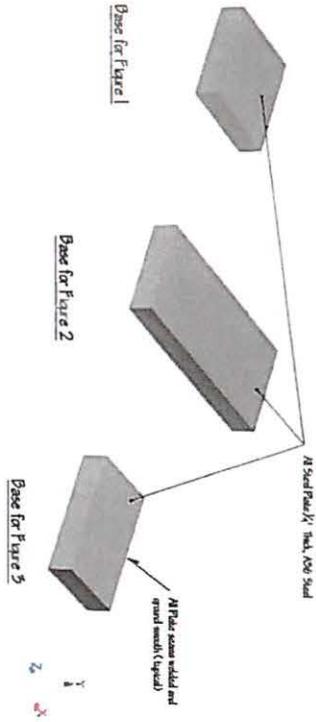
Installation plan using the existing foundation

Steel Framework for Scripture Bases

11

Base frame for Figure 2

Steel Plate for Sculpture Bases

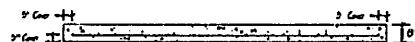


Site | Title: "Fragments"
Artist: Shiro Saito

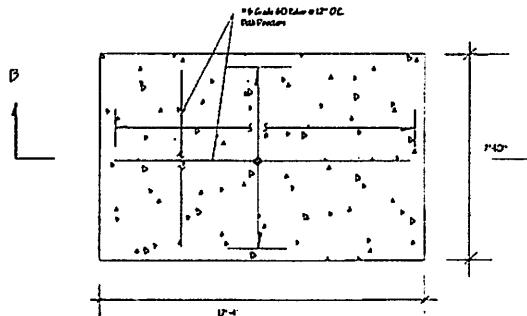
Note: Drawing for Information Only
No Modification made to existing Concrete Base

Existing Concrete Notes:

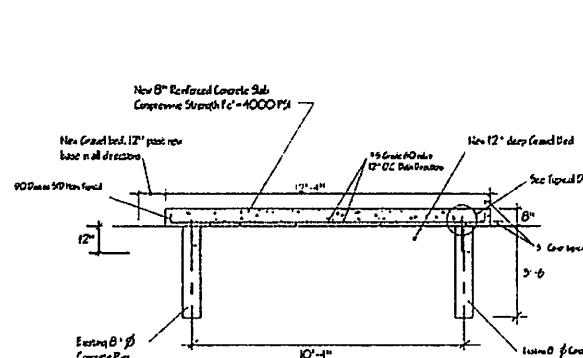
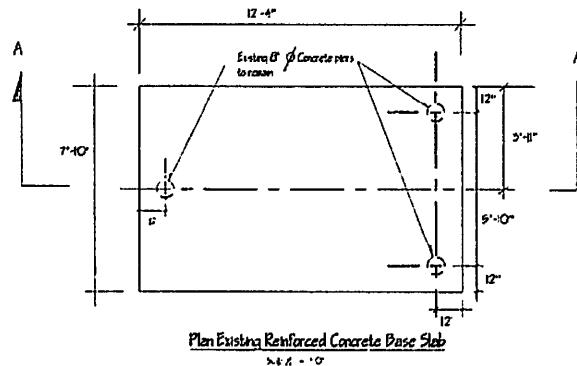
1. All rebar shall be grade 60 and the size that is indicated on the drawing.
2. The new base shall be field paired.
3. The compressive strength of the new concrete shall be 4,000 PSI or greater at 28 Days of curing.



Section B-B Existing Concrete Base

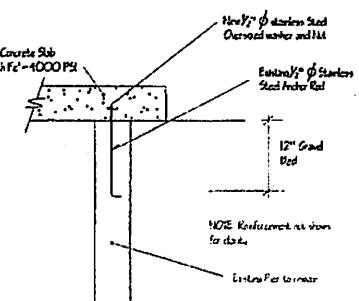


Existing Concrete Base Reinforcement Details



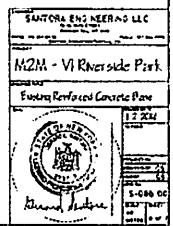
Section A-A - X Section of Existing Slab

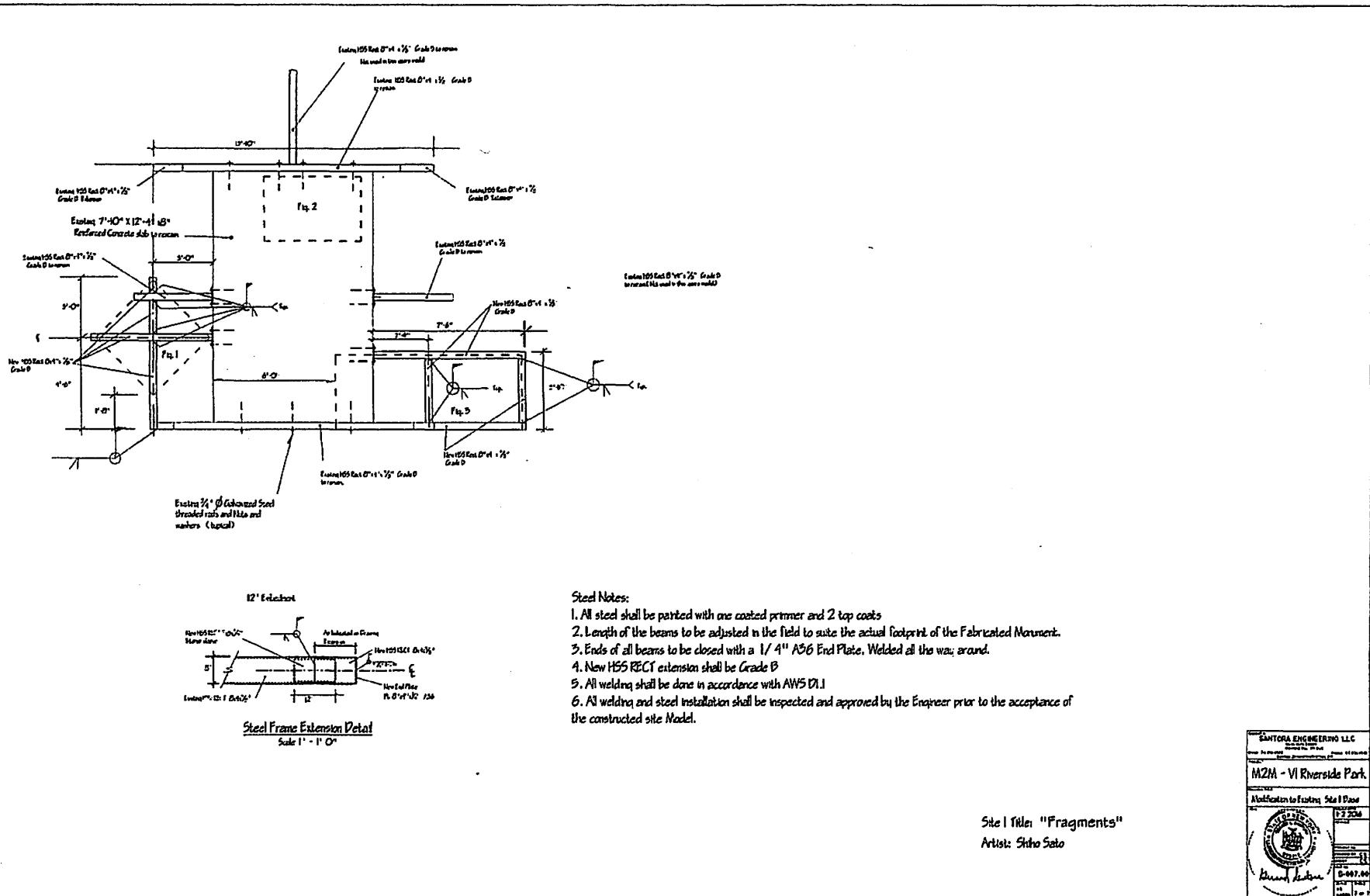
Sectio 111 - 10



Tactical Connection Data

Site | Title: "Fragments"
Artist: Shio Sato

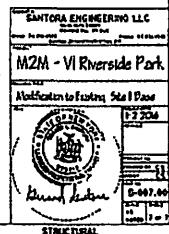




Stand Notes:

1. All steel shall be painted with one coated primer and 2 top coats
2. Length of the beams to be adjusted in the field to suite the actual footprint of the Fabricated Monument.
3. Ends of all beams to be closed with a 1 1/4" A36 End Plate. Welded all the way around.
4. New HSS RECT extension shall be Grade B
5. All welding shall be done in accordance with AWS D1.1
6. All welding and steel installation shall be inspected and approved by the Engineer prior to the acceptance of the constructed site Model.

Site 1 Title: "Fragments"
Artist: Shihō Sato



Section No. 90/060/000 CAFA No. 2019-M-692-00003

EXHIBIT "B"

SPECIAL PROVISIONS

Section No. 90/060/000 CAFA No. 2019-M-692-00003

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Section No. 90/060/000 CAFA No. 2019-M-692-00003

EXHIBIT "D"

AGENCY RESOLUTION

Section No. 90/060/000 CAFA No. 2019-M-692-00003

EXHIBIT "E"

**NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE**

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL: Name: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2019

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

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

PRODUCER		CONTACT NAME: Felicia Thomas	
Regan Insurance Agency 90144 Overseas Hwy.		PHONE (305) 852-3234 (A/C No. Ext.) E-MAIL: fthomas@reganinsuranceinc.com ADDRESS:	FAX (A/C No): (305) 852-3703
Tavernier FL 33070		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Covington Specialty Insurance Co NAIC #	
INSURED		INSURER B:	
Morada Way Arts & Cultural District Inc. 151 Morada Way		INSURER C:	
Islamorada FL 33036		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 19-20 GL		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	VBA669095 00	01/16/2019	01/16/2020	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 100,000	
	MED EXP (Any one person)					\$ Excluded	
	PERSONAL & ADV INJURY					\$ 1,000,000	
	GENERAL AGGREGATE					\$ 2,000,000	
	PRODUCTS - COMP/OPAGG					\$ 2,000,000	
OTHER:	\$						
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
ANY AUTO	ANY AUTO	NON-OWNED AUTOS ONLY	SCHEDULED AUTOS	NON-OWNED AUTOS ONLY		BODILY INJURY (Per person)	\$
OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
Hired AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							\$
UMBRELLA LIAB						EACH OCCURRENCE	\$
EXCESS LIAB						AGGREGATE	\$
DED	RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N/A			PER STATUTE	OTHEr
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

Certificate holder is shown as an additional insured per policy forms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2019

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

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

PRODUCER		CONTACT NAME: Felicia Thomas
Regan Insurance Agency 90144 Overseas Hwy.		PHONE (A/C No. Ext): (305) 852-3234
		FAX (A/C No): (305) 852-3703
		E-MAIL: fthomas@reganinsuranceinc.com
		ADDRESS: Covington Specialty Insurance Co
INSURED		INSURER(S) AFFORDING COVERAGE
Tavernier FL 33070		NAIC #
Morada Way Arts & Cultural District Inc. 151 Morada Way		INSURER B:
Islamorada FL 33036		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES		CERTIFICATE NUMBER: 19-20 GL		REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	VBA669095 00	01/16/2019	01/16/2020	EACH OCCURRENCE \$ 1,000,000				
	DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 100,000									
	MED EXP (Any one person) \$ Excluded									
	PERSONAL & ADV INJURY \$ 1,000,000									
	GENERAL AGGREGATE \$ 2,000,000									
	PRODUCTS - COMP/OP/AGG \$ 2,000,000									
	\$									
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY									COMBINED SINGLE LIMIT (Ex accident) \$
	BODILY INJURY (Per person) \$									
	BODILY INJURY (Per accident) \$									
PROPERTY DAMAGE (Per accident) \$										
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$					
DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$					
DED <input type="checkbox"/> RETENTION \$					\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>					
					E.L. EACH ACCIDENT \$					
					E.L. DISEASE - EA EMPLOYEE \$					
					E.L. DISEASE - POLICY LIMIT \$					

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

Certificate holder is shown as an additional insured per policy forms, conditions, limitations and exclusions.

CERTIFICATE HOLDER		CANCELLATION	
FI Dept of Transportation Right of Way Administration 1000 NW 111 Ave		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
Miami		AUTHORIZED REPRESENTATIVE	
FL 33172			

© 1988-2015 ACORD CORPORATION. All rights reserved.