RFP No.: 007-18

ROUTINE AND EMERGENCY TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE

March 2018

MAYOR: CRAIG CATES

COMMISSIONERS:

SAM KAUFMAN

BILLY WARDLOW

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CLAYTON LOPEZ

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PREPARED BY:
City of Key West
Engineering Services

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

ROUTINE AND EMERGENCY TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE

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KEY WEST, FLORIDA

MARCH 2018

RFP No.: 007-18

INFORMATION TO PROPOSALPROPOSERS

SUBJECT:	REQUEST FOR PROPOSAL No. 007-18 ROUTINE AND EMERGENCY TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE
ISSUE DATE:	March 31, 2018
MAIL OR SPECIAL DELIVERY REPONSES TO:	CITY CLERK'S OFFICE CITY OF KEY WEST 1300 WHITE ST KEY WEST, FL 33040
DELIVER PROPOSALS TO:	SAME AS ABOVE
PROPOSALS MUST BE RECEIVED:	May 2, 2018
NOT LATER THAN:	3:30 P.M. LOCAL TIME

DAVID SERMACK
PURCHASING AGENT
CITY OF KEY WEST

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PART 1

PROPOSAL REQUIREMENTS AND FORMS

INVITATION TO PROPOSAL

Sealed proposals for the City of Key West RFP No. 007-18 ROUTINE AND EMERGENCY TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until 3:30 pm on May 2, 2018 and then will be publicly opened and read. Proposals received after the time and date specified will not be considered.

Please submit one (1) one original and (2) two flash drives with one single PDF file of the entire proposal package. Proposal package is to be enclosed in a sealed envelope, clearly marked on the outside "ROUTINE AND EMERGENCY TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE RFP 007-18" addressed and delivered to the City Clerk at the address noted above.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West website www.cityofkeywest-fl.gov). For PROPOSAL package access on Demand Star, please contact Onvia at www.demandstar.com or call 1-800-711-1712.

Proposer will be required to 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. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Proposer shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM.

PROPOSER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE PROPOSAL. PROPOSER MUST BE QUALIFIED BY THE MUNICIPAL SIGNAL ASSOCIATION (ISMA) AND FDOT TO PERMORM WORK ON LIGHTING, SIGNS, SIGNALS AND INTELLIGENT TRANSPORTATION SYSTEMS.

Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of 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 PROPOSAL bonds, contract 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 proposers to perform the size and type of work specified under this Contract. Upon request, Proposer shall submit such information as deemed necessary by the CITY to evaluate the Proposer's qualifications.

For information concerning the proposed work contact Jim Bouquet, Engineering Services Department for the City of Key West at jbouquet@cityofkeywest-fl.gov. All questions/information requests must be in writing.

As stated above at the time of the PROPOSAL submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer 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 Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the PROPOSAL in question. The City may reject PROPOSALs for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its PROPOSAL, (3) if the PROPOSAL does not strictly conform to the law or is non-responsive to the PROPOSAL requirements, (4) if the PROPOSAL is conditional, (5) if a change of circumstances occurs making the purpose of the PROPOSAL unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any PROPOSAL.

* * * * * *

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 Proposer should request of Jim Bouquet (jbouquet@cityofkeywest-fl.gov) in writing (at least seven (7) working days prior to PROPOSAL 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 furnished to all registered holders of Contract Documents. Proposers shall submit with their Proposals, 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

The City of Key West is soliciting proposals for routine and emergency maintenance of traffic signals and street lights throughout the City. Traffic signals include both City and Florida Department of Transportation (FDOT) owned signals. FDOT signals shall be maintained in accordance with the Traffic Signal Maintenance and Compensation Agreement (TSMCA) between the City and FDOT (Appendix C of this RFP). Street light maintenance includes, removal, relocation and replacement of existing lights and installation of new lights on existing poles. New street lights shall be LED. On-site response for routine maintenance is expected within 24 hours of initial notification by the City. Emergencies, when so declared by the City, shall include Force Majeure events including, but not limited to, hurricanes. On-site response for emergency maintenance is expected without delay, within 24 to 72 hours depending upon event severity.

3. QUALIFICATION OF CONTRACTORS

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

4. PROPOSER'S UNDERSTANDING

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

Each Proposer shall inform himself of, and the Proposer 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 PROPOSAL

A. UNIT PRICE

Proposal cost for the work is to be submitted on a unit price basis per item listed in the PROPOSAL FORM. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal.

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the PROPOSAL FORM must be filled in, as required, preferably in BLACK 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.

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

B. SIGNATURE

The Proposer shall sign his PROPOSAL in the blank space provided therefore. If Proposer 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 Proposer 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 Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL PROPOSAL REQUIREMENTS

The Proposer'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 Proposer shall submit an experience record with the Proposal showing his experience and expertise in routine and emergency traffic signal and street light maintenance. Such

experience record shall provide three to five current or recent projects of similar work, preferably in southern Florida and within the jurisdiction of FDOT District 6. For each project the following information shall be provided:

1. Description and location of work.
2. Municipality or Agency size (i.e., area, population, number of signals/lights)
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.

D. ATTACHMENTS

Proposer shall complete and submit the following forms with his PROPOSAL:

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Domestic Partnership Affidavit
Cone of Silence Affidavit
Non-Collusion Affidavit
Proposer's 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 Proposers shall submit a signed and notarized statement with their PROPOSAL 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 Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF PROPOSALS

All PROPOSAL must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. PROPOSALS must be made on the PROPOSAL forms provided herewith, **submit one (1) ORIGINAL PROPOSAL package and two (2) FLASH DRIVEs containing a single PDF file of the entire completed, signed and notarized PROPOSAL package.**

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

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

10. PROPOSAL SECURITY

NOT USED

11. RETURN OF PROPOSAL SECURITY

NOT USED

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the lowest responsive, responsible Proposer to sign the Contract, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Proposer. Such award, if made, will be made within ninety (90) days after the opening of Proposals.

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

13. BASIS OF AWARD

The award will be made by the Owner (City Commission) based on recommendations of a technical review committee. The committee will evaluate the proposals based on the following criteria:

1. Overall expertise and technical competence of the firm in the required qualifications.
2. Traffic signal maintenance experience with FDOT District 6.
3. Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY.
4. References
5. Comparison of Unit Prices – Routine Response
6. Comparison of Unit Prices – Emergency Response

14. EXECUTION OF CONTRACT

The successful Proposer shall, within five (5) 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 examples as required in the Contract Documents and

evidence of holding required licenses and certificates. Within five (5) working days after receiving the signed Contract from the successful Proposer, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

The contract shall be executed on the basis on available funding and respective lump sum fee.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

NOT USED

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CITY STAFF SELECTION CRITERIA MATRIX

REQUEST FOR PROPOSAL FOR ROUTINE AND EMERGENCY TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE

Project Number: RFP #007-018

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Overall expertise and technical competence of the firm in the required qualifications.	25	
Traffic signal maintenance experience with FDOT District 6.	15	
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY.	25	
References	5	
Comparison of Unit Prices - Routine	15	
Comparison of Unit Prices - Emergency	15	
Total Points	**100**	

PROPOSAL FORM

NOTE TO PROPOSER: Use preferably BLACK ink for completing this Proposal form.

To:	The City of Key West
Address:	1300 White St, Key West, Florida 33040
Project Title:	ROUTINE AND EMERGENCY TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE

Proposer's contact person for additional information on this Proposal:

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

PROPOSER'S DECLARATION AND UNDERSTANDING

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

The Proposer 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Proposer agrees that if this Proposal 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, to the extent of his Proposal, 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.

PROPOSAL (continued)

ADDENDA

The Proposer hereby acknowledges that he has received Addenda No's. _____, _____, ____, _____, ____, ____, _____, _____, _____, _____, _____, _____, _____, _____,

(Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the PROPOSALProposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

UNIT PRICE ITEMS

The Proposer 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 unit price amounts. The Proposer agrees that each unit price 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.

Traffic signal maintenance items are referenced from, and shall be installed in accordance with, FDOT Standard Specifications for Road and Bridge Construction - January 2018.

Payment for materials & equipment authorized by the Owner in a written Work Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %. Mark-up of subcontractor services shall be limited to 15% (including, but not limited to, overhead and profit).

Item No.	FDOT Specification-Pay Item Reference	Traffic Signal Maintenance Item Description	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
1	0102 14	Traffic Control Officer	Manhour	$	$
2	0102 60	Work Zone Sign	Each Day	$	$
3	0102 74 1	Temporary Barriers	Each Day	$	$
4	0102 76	Arrow Board/Advance Warning Arrow Panel	Each Day	$	$
5	0630 2 11	Conduit Furnish &Install (F&I) - Underground	Linear Feet	$	$
6	0630 2 14	Conduit F&I - Aboveground	Linear Feet	$	$
7	0630 2 15	Conduit F&I - Bridge Mount	Linear Feet	$	$
8	0632 7 1	Signal Cable F&I - New or Reconditioned	Per Intersection	$	$
9	0632 7 2	Signal Cable F&I - Repair, Replace, Other	Linear Feet	$	$
10	632 7 4	Signal Cable - Adjust	Per Intersection	$	$
11	0633 1121	Fiber Optic Cable 13-48, F&I - Overhead	Linear Feet	$	$
12	0633 1122	Fiber Optic Cable 13-48, F&I, Underground	Linear Feet	$	$
13	0633 4 1	Signals Communication Cable, Twisted Pair	Linear Feet	$	$
14	0634 4141	Span Wire Assembly, F&I - Single Point Perpendicular	Per Intersection	$	$
15	0634 4142	Span Wire Assembly, F&I - Single Point Diagonal	Per Intersection	$	$
16	0634 4142	Span Wire Assembly, F&I - Single Point Box	Per Intersection	$	$
17	0634 4151	Span Wire Assembly, F&I - Two Point Perpendicular	Per Intersection	$	$
18	0634 4152	Span Wire Assembly, F&I - Two Point Diagonal	Per Intersection	$	$
19	0634 4153	Span Wire Assembly, F&I - Two Point Box	Per Intersection	$	$
20	0634 4341	Span Wire Assembly, Install - Single Point Perpendicular	Per Intersection	$	$
21	0634 4342	Span Wire Assembly, Install - Single Point Diagonal	Per Intersection	$	$
22	0634 4343	Span Wire Assembly, Install - Single Point Box Span	Per Intersection	$	$
23	0634 4351	Span Wire Assembly, Install - Two Point Perpendicular	Per Intersection	$	$
24	0634 4352	Span Wire Assembly, Install - Two Point Diagonal	Per Intersection	$	$
25	0634 4353	Span Wire Assembly, Install - Two Point Box Span	Per Intersection	$	$

Item No.	FDOT Specification-Pay Item Reference	Traffic Signal Maintenance Item Description	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
26	0635 2 11	Pull & Junction Box, F&I - Pull Box	Each	$	$
27	0635 2 12	Pull & Junction Box, F&I - Fiber Optics	Each	$	$
28	0635 2 13	Pull & Junction box, F&I - Special	Each	$	$
29	0635 3 11	Pull & Junction Box, F&I - Aerial	Each	$	$
30	0635 3 12	Pull & Junction Box, F&I - Mounted	Each	$	$
31	0639 1 12	Signal Electrical Power Service - Overhead, FUR Cont	Each	$	$
32	0639 1 13	Signal Electrical Power Service Overhead	Each	$	$
33	0639 1 22	Signal Electrical Power Service - Underground, PUR Cont	Each	$	$
34	0639 1 23	Signal Electrical Power Service - Underground	Each	$	$
35	0639 2 1	Signal Electrical Service Wire	Linear Feet	$	$
36	0639 3 11	Signal Electrical Service Disconnect, F&I - Pole Mount	Each	$	$
37	0641 2 12	Precast Concrete Pole, F&I - Type P-II SRV	Each	$	$
38	0641 2 14	Prestcast Concrete Pole, F&I - TYP P-IV	Each	$	$
39	0641 2 15	Precast Concrete Pole, F&I - Type P-V	Each	$	$
40	0641 2 16	Precast Concrete Pole, F&I - Type P-VI	Each	$	$
41	0643 1	Strain Poles, Guying, Wood	Each	$	$
42	0643 140	Strain Pole, Wood, F&I - Up to 40 Feet	Each	$	$
43	646	Aluminum Pole, F&I	Each	$	$
44	0649 31101	ST Mast Arm, F&I, - WS-150, Sing Arm, without LUM-36	Each	$	$
45	0649 31102	Mast Arm, F&I - WS-150, Single Arm, W/O Lum-46	Each	$	$
46	0649 31104	Mast Arm, F&I - WS-150, Single Arm, W/O Lum-70.5	Each	$	$
47	0650 1111	Traffic Signal, F&I - 1 SECT, 1 Way, Aluminum	Assembly	$	$
48	0650 1113	Traffic Signal, F&I - 1 SECT, 1 Way, Polycarb	Assembly	$	$
49	0650 1121	Traffic Signal, F&I - 1 SECT, 2 Way, Aluminum	Assembly	$	$
50	0650 1141	Traffic Signal, F&I - 1 SECT, 4 Way, Aluminum	Assembly	$	$

Item No.	FDOT Specification-Pay Item Reference	Traffic Signal Maintenance Item Description	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
51	0650 1311	Traffic Signal, F&I - 3 SECT, 1 Way, Aluminum	Assembly	$	$
52	0650 1313	Traffic Signal, F&I - 3 SECT, 1 Way, Polycarb	Assembly	$	$
53	0650 1314	Traffic Signal, F&I - 3 SECT, 1 Way, Program	Assembly	$	$
54	0650 1321	Traffic Signal, F&I - 3 SECT, 2 Way, Aluminum	Assembly	$	$
55	0650 1323	Traffic Signal, F&I - 3 SECT, 2 Way, Polycarb	Assembly	$	$
56	0650 1331	Traffic Signal, F&I - 3 SECT, 3 Way, Aluminum	Assembly	$	$
57	0650 1341	Traffic Signal, F&I - 3 SECT 4 Way, Aluminum	Assembly	$	$
58	0650 1411	Traffic Signal, F&I - 4 SECT, 1 Way, Aluminum	Assembly	$	$
59	0650 1511	Traffic Signal, F&I - 5 SECT, 1 Way, Aluminum	Assembly	$	$
60	0650 1513	Traffic Signal, F&I - 5 SECT, 1 Way, Polycarb	Assembly	$	$
61	0650 1521	Traffic Signal, F&I - 5 SECT, 2 Way, Aluminum	Assembly	$	$
62	653181	Pedestrian Signal, F&I, LED, 1 Direct	Assembly	$	$
63	653182	Pedestrian Signal, F&I, LED, 2 Direct	Assembly	$	$
64	653191	Pedestrian Signal, F&I, LED Count DWN, 1	Assembly	$	$
65	NA	Pedestrian Signal, F & I, Solar Carmanah R247-E	Assembly	$	$
66	0659 1 01	Retrofit Exist Signal Auxil, F&I, BKPLT	Each	$	$
67	0659 1 03	Retrofit Exist Signal Auxil, F&I, DIS H	Each	$	$
68	0659 1 05	Retrofit Exist SGNL-AUXIL, F&I, Visor	Each	$	$
69	0660 1101	Loop Detector Inductive, F&I, Type 1	Each	$	$
70	0660 1102	Loop Detector Inductive, F&I, Type 2	Each	$	$
71	0660 2101	Loop Assembly-F&I, Type A	Assembly	$	$
72	0660 2102	Loop Assembly-F&I, Type B	Assembly	$	$
73	0660 2106	Loop Assembly-F&I, Type F	Assembly	$	$
74	0660 2107	Loop Assembly-F&I, Type G	Assembly	$	$
75	0660 4 11	Vehicle Detection System-Video, F&I, Cabinet, Equipment	Each	$	$

Item No.	FDOT Specification-Pay Item Reference	Traffic Signal Maintenance Item Description	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
76	0660 4 12	Vehicle Detection System-Video, F&I, Cabinet, Above Ground Equipment	Each	$	$
77	0665 11	PED Detection, F&I - Detection STA Pole or Cabinet Mounted	Each	$	$
78	0670 4 1	Flashing Beacon Control Assembly, F&I	Assembly	$	$
79	0670 5110	Traffic Control Assembly, F&I - NEMA	Assembly	$	$
80	0670 5111	Traffic Control Assembly, F&I - NEMA, 1 Preemption	Assembly	$	$
81	0670 5112	Traffic Control Assembly, F&I - NEMA, 2 Preemption	Assembly	$	$
82	0670 5130	Traffic Control Assembly, F&I - Special	Assembly	$	$
83	0670 5131	Traffic Control Assembly, F&I - Special, 1 Preemption	Assembly	$	$
84	0670 5132	Traffic Control Assembly, F&I - Special, 2 Preemption	Assembly	$	$
85	0678 1103	Controller Accessories, F&I - Type 12 Conflict Monitor	Each	$	$
86	0678 1107	Controller Accessories, F&I - Type 1 Time Switch	Each	$	$
87	0690 10	Signal Head Traffic Assembly Removal	Each	$	$
88	0690 20	Signal Pedestrian Assembly Removal	Each	$	$
89	0690 31	Signal Pedestrian Removal	Each	$	$
90	0690 32 1	Pole Removal, Shallow, Direct Burial	Each	$	$
91	0690 32 2	Pole Removal, Shallow, Bolt on attach	Each	$	$
92	0690 50	Control Assembly - Remove Complete Assembly	Each	$	$
93	0690 50 1	Control Assembly - Remove Cabinet Assembly Less FDN	Each	$	$
94	0690 60	Detector Vehicle Assembly - Remove	Each	$	$
95	0690 70	Detector Pedestrian Assembly- Remove	Each	$	$
96	0690 80	Span Wire Assembly - Remove	Each	$	$
97	0690 90	Conduit & Cabling within Intersection - Remove	Per Intersection	$	$
98	0690 91	Signal Interconnect Cable - Remove	Linear Feet	$	$
99	690100	Signal Equipment Miscellaneous Remove	Per Intersection	$	$
100	0700 5 21	Internal Illuminating Sign, F&I	Each	$	$

Item No.	Street Light Maintenance Item Description	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
200	Mobilization/Demobilization	Per Event	$	$
201	LED Street Light Cobra Assembly, F&I	Each	$	$
204	Street Light Bulb, Remove & Replace with New LED Cobra Head Assembly F&I	Each	$	$
206	LED Shield - F&I	Each	$	$
207	Existing Street Light Assembly - Remove	Each	$	$
208	Conventional Photo Cell - Remove & Replace	Each	$	$

Item No.	Miscellaneous	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
300	Reconnaissance and/or Damage Assessment	Manhour	$	$
301	Individual Per Diem	Each Day	$	$
302	Per Diem (per 2 Person Crew)	Each Day	$	$

Mobilization to include, but not limited to, all costs associated with travel to Key West (incl. labor, mileage, vehicles, etc.) and maintenance of traffic

Unit prices to include materials, labor, equipment overhead, fuel, disposal, licensed electrician, etc.

Cobra Head Assembly: Phillips RFS-54W16LED3K-G2-R2M-UNV-DMG-FAWS-HS-RCD7-GY3.

Street light wiring/energizing by KEYS Energy.

PROPOSAL (continued)

SUBCONTRACTORS

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

_____

Name

_____ _____

Trade Percent of Total Work PROPOSAL

_____, _____, _____, _____

Street City State Zip

4 of 59

_____

Name

_____ _____

Trade Percent of Total Base PROPOSAL

_____, _____, _____, _____

Street City State Zip

SURETY

_____ whose address is

_____, _____, _____,_____

Street City State Zip

PROPOSAL (continued)

PROPOSER

The name of the Proposer submitting this Proposal is

_____ doing business at

_____, _____, _____, _____
Street City State Zip

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

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

_____ _____

_____ _____

_____ _____

If Sole Proprietor or Partnership

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

_____
Signature of Proposer

_____
Title

PROPOSAL (continued)

If Corporation

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

(SEAL)

_____
Name of Corporation

By _____

Title _____

Attest_____

_____

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

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

****

ANTI – KICKBACK AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein PROPOSAL 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 _____, 2018.

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 Proposal 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.

PUBLIC ENTITY CRIMES (continued)

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.)

PUBLIC ENTITY CRIMES (continued)

_____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 his/her
(name of individual signing)

signature in the space provided above on this_____day of _____ , 2018.

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 PROPOSAL 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

* * * * * *

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 _____, 2018.

_____

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 (attached).

_____
(signature)

_____
(date)

Sworn and subscribed before me this

_____ Day of _____, 2018.

_____
NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * * * *

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 2018.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The CONTRACTOR,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

PROPOSER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [ ]

2. All blank spaces in Proposal filled in, using black ink. [ ]

3. Addenda acknowledged. [ ]

4. Subcontractors are named as indicated in the Proposal. [ ]

5. Experience record included. [ ]

6. Proposal signed by authorized officer and notarized. [ ]

7. ~~PROPOSAL Bond completed and executed, including power-of-attorney dated the same date as PROPOSAL Bond.~~ [ ]

8. Proposer familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [ ]

9. Proposer, 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. [ ]

10. PROPOSAL submitted intact with "Contract Forms", 1 original and 2 flash drives as stated in the Invitation to Proposal. [ ]

11. PROPOSAL Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to PROPOSAL. [ ]

* * * * * *

PART 2

CONTRACT

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KEY WEST, FLORIDA, a Florida municipal corporation, with a physical address of 1300 White Street, Key West, Florida 33040, hereinafter referred to as "CITY" and (**Contractor**), a Florida corporation, with an address of _____, hereinafter referred to as "CONTRACTOR".

WHEREAS, the CITY desires to utilize the services of CONTRACTOR for routine traffic signal and street light maintenance on a unit price basis; and

WHEREAS, the CITY desires to utilize the services of CONTRACTOR for emergency/force majeure traffic signal and street light repairs and maintenance on a unit price basis; and

WHEREAS, the CITY has reviewed the rates/estimate included herein and has determined they are a fair price for the services to be provided.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained in this agreement, the parties agree that:

CONTRACTOR agrees to provide the following services upon issuance of a work order by the CITY:

1. Provide routine and emergency maintenance of traffic signals and street lights throughout the City. Traffic signals include both City and Florida Department of Transportation (FDOT) owned signals. FDOT signals shall be maintained in accordance with the Traffic Signal Maintenance and Compensation Agreement (TSMCA) between the City and FDOT.

2. Street light maintenance includes, removal, relocation and replacement of existing lights and installation of new lights on existing poles. New and replacement street lights shall be LED.

3. On-site response for routine maintenance is expected within 24 hours of initial notification by the City. Emergencies, when so declared by the City, shall include Force Majeure events including, but not limited to, hurricanes. On-site response for emergency maintenance is expected without delay, within 24 to 72 hours depending upon event severity.

The CONTRACTOR shall be certified and licensed by the State of Florida and meet the requirements set forth by the CITY including CITY LICENSURE.

SPECIFIC PROVISIONS

THAT the parties hereby agree to the following specific provisions:

Payment. In consideration of the performance of this Agreement, the CITY agrees to pay CONTRACTOR for services rendered at the amount described in Exhibit A (CONTRACTOR Estimate), attached hereto and incorporated herein by reference. Invoices shall provide sufficient detail and documentation to support the activities and services for the billing period covered by the invoice, including but not limited to the exact dates, percentage and description of work completed for the services provided under this Agreement.

Commencement and Completion. This Agreement will become effective on the date this Agreement is executed, _____, 2018. The initial term of this Agreement shall be for a period of two (2) years from the effective date of the Agreement with the option of a one, two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

CONTRACTOR shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.

4.2. CONTRACTOR must receive written approval from the CITY prior to beginning the performance of services in any subsequent Task Order. In the event of a force majeure event with limited communication, verbal authorization will suffice.

INSURANCE

Contractor shall maintain limits no less than those stated below:

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

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

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

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

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

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

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

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 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. 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.

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 PROPOSAL 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.

LICENSES

a. Within 10 days of Notice of Award, the CONTRACTOR 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. Further, the successful PROPOSAL 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.

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

GENERAL PROVISIONS

THAT the parties hereby agree to the following general provisions:

<u>Representations of Contractor:</u> CONTRACTOR represents that is has sufficient manpower and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates, and that all technical personnel have State of Florida certification within their discipline(s). CONTRACTOR warrants that its services under this Agreement

shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with all applicable codes and laws.

Representations of the CITY: The CITY represents that it is duly organized and existing as a Municipal Corporation political subdivision of the State of Florida. Further, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement and has the ownership and/or control over the property which is the subject of this Agreement or which shall be serviced thereby.

INDEPENDENT CONTRACTOR

It is specifically agreed that CONTRACTOR is deemed to be an independent CONTRACTOR for the purposes set forth in this subsection. Accordingly, it is further agreed that no agent, employee, or servant of CONTRACTOR shall be entitled to any benefits provided by the CITY to its employees, including but not limited to compensation insurance and unemployment insurance. CONTRACTOR will be responsible for its acts and for the acts of its agents, employees, servants and sub-CONTRACTOR's during the performance of this Agreement. Notwithstanding anything herein to the contrary, CONTRACTOR and its agents, servants, and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the CITY for purposes of Florida Statute 768.28; however, the CITY shall not have to defend CONTRACTOR and/or its agents, servants, and employees in any action brought by the Florida Department of Professional Regulation or the Board as required by Florida Statute 468.619(5). Although CONTRACTOR is an independent CONTRACTOR, the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of _CONTRACTOR.

CONTRACTOR agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ACCEPTANCE OF WORK PRODUCT, PAYMENT AND WARRANTY

Upon receipt of a periodic work product, together with an **invoice sufficiently itemized by work location, unit price items and other supporting documentation to permit audit by both the City and the Florida Department of Transportation,** the CITY will diligently review same. Payment, found to be due CONTRACTOR, will be **paid to CONTRACTOR within 45 DAYS after the date of receipt of the invoice**. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in _CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR shall notify the CITY in writing should it appear, in CONTRACTOR's professional judgment that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective or unreliable. CONTRACTOR guarantees to amend, revise or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's, failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment by the CITY shall relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

PUBLIC RECORDS

All records prepared or maintained by CONTRACTOR in accordance with the Scope of Services, shall be deemed to be public records. CONTRACTOR shall allow public access to such documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should _CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon CONTRACTOR. The CITY reserves the right to unilaterally cancel this Agreement for refusal by _CONTRACTOR to allow public access to all such documents, subject to

the Provisions of Chapter 119, Florida Statutes, and made or received by CONTRACTOR in conjunction with this Agreement. All documents hereinabove referred to shall be maintained and kept for public inspection at the CITY of Key West City Hall.

MISCELLANANEOUS PROVISIONS

The parties hereby agree to the following miscellaneous provisions:

a. Discrimination: That CONTRACTOR shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, religion, ancestry, marital status, gender, gender identification, sexual orientation, and physical characteristics from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. CONTRACTOR shall take all measures necessary to effectuate these assurances.

b. Severability: That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

c. Entire Agreement: That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. CONTRACTOR recognizes that any representations, statements or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized and signed by the authorized CITY representatives.

d. Construction: Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language and therefore the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

e. Attorney's Fees: In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.

f. Waiver: The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials shall not be construed to operate as a waiver of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

g. Force Majeure: Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

h. Headings: All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.

i. Binding Nature of Agreement: This Agreement shall be binding upon the successors and assigns of the parties hereto.

j. Law; Venue: This Agreement is being executed in the CITY of Key West, Florida and shall be governed in accordance with the laws of the State of Florida. Venue for any action brought to enforce this agreement or for breach thereof shall lie in Monroe County, Florida

k. Termination for Cause or Convenience:

1) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
   i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
   ii. An opportunity for consultation with the terminating party prior to termination.

2) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the local government because of the CONTRACTOR's default.

3) If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments (e.g., suppliers, sub-CONTRACTORs) which had become firm prior to receipt of the notice of intent to terminate.

4) Upon receipt of a termination action under paragraphs (a) or (b) above, the CONTRACTOR shall
   iii. promptly discontinue all affected work (unless the notice directs otherwise) and
   iv. deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

l. Federal Regulations: Federal regulations apply to all of the CITY of Key West contracts using Federal funds as a source for the solicitation of goods and services.

FEDERAL REQUIREMENTS

In addition to the terms of Appendix II to 2 C.F.R. Part 200, which are attached as Exhibit B and incorporated herein, the following Federal requirements also apply to this Agreement:

a. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL: The CONTRACTOR shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly

pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

b. COPYRIGHTS: The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

c. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS: The CONTRACTOR agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

d. ENERGY POLICY AND CONSERVATION ACT: The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

e. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the CONTRACTOR agrees as follows:

   i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   ii. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

   iii. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   iv. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   v. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-CONTRACTOR or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

viii. CONTRACTOR shall:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Divide work, when economically feasible, into smaller tasks to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Provide documentation of compliance with 1-4 above.

f. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

iii. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency (FEMA) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

iv. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

g. CLEAN AIR ACT

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

h. FEDERAL WATER POLLUTION CONTROL ACT

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

i. DEBARMENT AND SUSPENSION:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt.180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart

C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The PROPOSAL or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

j. BYRD ANTI-LOBBYING AMENDMENT,

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

i. For an award of $100,000 or more, CONTRACTOR shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ii. Attach Certification for Contracts, Grants, Loans, and Cooperative Agreements submitted with PROPOSAL if exceeding $100,000)

k. PROCUREMENT OF RECOVERED MATERIALS

i. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

l. RETENTION OF ALL RECORDS: The CONTRACTOR is required to retain all records for seven (7) years after grantees or subgrantees make final payments and all other pending matters are closed.

ADDITIONAL FEDERAL REQUIREMENTS

a. REMEDIES – In the event of a breach by CONTRACTOR of the terms and conditions of this Agreement CITY shall be entitled to recover any and all monetary damages arising therefrom including the recovery of reasonable attorney fees at all trial and appellate levels.

b. ACCESS TO RECORDS

i. The CONTRACTOR agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. DHS SEAL, LOGA AND FLAGS: the CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

c. COMPLIANCE WITH FEDERAL LAW, REGUATIONS AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. NO OBLIGATION: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract."

e. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS: The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

_____ _____

(Contractor Principle, Title) Date
CONTRACTOR

_____ _____

James K. Scholl, City Manager Date
CITY OF KEY WEST

APPENDIX A

CITY OWNED TRAFFIC SIGNALS

KEY WEST SIGNAL CONTROLLED INTERSECTION SUMMARY

INTERSECTION		INTERSECTION		INTERSECTION	
STREET	STREET	STREET	STREET	STREET	STREET
DUCK AVE.	FOURTEENTH ST.	SIMONTON ST.	CAROLINE ST.	DUVAL ST.	OLIVIA
DUVAL ST.	ANGELA	SIMONTON ST.	EATON ST.	DUVAL ST.	UNITED ST.
DUVAL ST.	CAROLINE ST.	SIMONTON ST.	FLEMING ST.	FIRST ST.	FOGARTY
DUVAL ST.	EATON ST.	SIMONTON ST.	SOUTH ST.	GRINNELL ST.	CATHERINE ST.
DUVAL ST.	FLEMING ST.	SIMONTON ST.	SOUTHARD	GRINNELL ST.	SOUTH ST.
DUVAL ST.	FRONT ST.	SIMONTON ST.	TRUMAN AVE.	GRINNELL ST.	VIRGINIA
DUVAL ST.	GREENE ST.	SIMONTON ST.	UNITED ST.	HARRIS	SEVENTH ST.
DUVAL ST.	SOUTHARD	SOUTH ST.	REYNOLDS	JULIA	THOMAS
DUVAL ST.	TRUMAN AVE.	THOMAS	PETRONIA	N. ROOSEVELT	FIRE DEPARTMENT
FLAGLER AVE.	FIFTH ST.	TRUMAN AVE.	EISENHOWER	OLIVIA	FLORIDA
FLAGLER AVE.	FIRST ST.	TRUMAN AVE.	FLORIDA	OLIVIA	THOMAS
FLAGLER AVE.	KENNEDY DRIVE	TRUMAN AVE.	THOMAS	OLIVIA	WINDSOR LANE
FLAGLER AVE.	SOUTH ROOSEVELT	TRUMAN AVE.	WINDSOR LANE	SIMONTON ST.	OLIVIA
FOOTBALL FIELD	KENNEDY DRIVE	US 1	COLLEGE ROAD	SOUTHARD	FRANCES
GRINNELL ST.	EATON ST.	US 1	N. ROOSEVELT	THOMAS	AMELIA
GRINNELL ST.	FLEMING ST.	WHITE ST.	EATON ST.	THOMPSON ISLAND	SOUTH ROOSEVELT
N. ROOSEVELT	FIFTH ST.	WHITE ST.	FLAGLER AVE.	TRUMAN AVE.	ST. MARYS
N. ROOSEVELT	FIRST ST.	WHITE ST.	SOUTHARD	TRUMBO	EATON ST.
N. ROOSEVELT	KENNEDY DRIVE	WHITE ST.	TRUMAN AVE.	US 1	COW KEY BRIDGE
N. ROOSEVELT	OVERSEAS MKT.	WHITE ST.	UNITED ST.	WHITE ST.	VON PHISTER
N. ROOSEVELT	SEARSTOWN (PUBLIX)	WHITE ST.	VIRGINIA	WHITE ST.	ATLANTIC BLVD
NORTHSIDE	FOURTEENTH ST.	WHITEHEAD ST.	FLEMING ST.		
NORTHSIDE	KENNEDY DRIVE	WHITEHEAD ST.	SOUTHARD		
PALM AVE.	TRUMBO POINT	WHITEHEAD ST.	TRUMAN AVE.		
SENIOR CITIZEN	KENNEDY DRIVE	CATHERINE ST.	VARELA		

APPENDIX B

FDOT OWNED TRAFFIC SIGNALS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

FDOT Traffic Signals Maintained by City of Key West Under TSMCA ARU 46

Effective Date: **July 1, 2018** To: **June 30, 2019**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptlible Power Supplies (UPS)
(US-1) Whitehead St. at Fleming St.	1								
(US-1) Whitehead St. at Southard St.	1								
(US-1) Whitehead St. at Truman Ave.	1								
(US-1) Truman Ave. at Duval St.	1								
(US-1) Truman Ave. at Simonton St.	1								
(US-1) Truman Ave. Between Simonton St. and Windsor Ln.				1					
(US-1) Truman Ave. at Windsor Ln.	1								
(US-1) Truman Ave. at White St.	1								
(US-1) Truman Ave. at Florida St.	1								
(US-1) Truman Ave. at Eisenhower Drive and Jose Marti Drive	1								
(US-1) N. Roosevelt Blvd. at Fire Station Emergency Fire Department Signal (FDS)					1				
(US-1) N. Roosevelt Blvd. at Palm Ave.	1								
(US-1) N. Roosevelt Blvd. at MacMillan St./5th St.	1								
(US-1) N. Roosevelt Blvd. at Overseas Market	1								
(US-1) N. Roosevelt Blvd. at Kennedy Drive	1								
(US-1) N. Roosevelt Blvd. at Searstown	1								
(US-1) N. Roosevelt Blvd. at S. Roosevelt Blvd. (the "Triangle")	1								
(US-1) US-1/Overseas Hwy. at College Rd.	1								
(US-A1A) S. Roosevelt Blvd. at Flagler Avenue	1								
(US-1) N. Roosevelt Blvd. at the former Radisson (3820 N. Roosevelt Blvd.) - Solar				1					
(US-1) N. Roosevelt Blvd. at Key Plaza (2900 N. Roosevelt Blvd) - Solar				1					

APPENDIX C

FDOT-CITY TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARU 46
FINANCIAL PROJECT NO. 405576-1-88-01
F.E.I.D. NO.
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this 1 SEPTEMBER 22, 2016 by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and ~~(enter name of Maintaining Agency)~~ CITY OF KEY WEST, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on ~~[enter date]~~ 24 AUGUST 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF KEY WEST, Florida
(Maintaining Agency)

By
(Authorized Signature)

Print/Type Name: JAMES SCHOLL

Title: CITY MANAGER

Attorney: Date: 17 Aug 2016

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By
(Authorized Signature)

Print/Type Name: DEBORA M. RIVERA

Title: DIRECTOR

Legal Review:

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARU46
FINANCIAL PROJECT NO. 405576-1-88-01
F.E.I.D. NO.

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under RESOLUTION 16-241 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

   The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

   a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
   b. Evidence of the costs incurred were included as an attachment to the invoice.

   Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

   A "Force Majeure Event" means the occurrence of:
   (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
   (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
   (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.

8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates City Manager as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.

13. Payment will be made in accordance with Section 215.422, Florida Statutes.

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

15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

17. If a payment is not available within forty (40) 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 Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency 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.

18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

19. 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 (5) 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 Maintaining Agency'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.

20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

22. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 $25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.

24. In accordance with Section 287.134, 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25. 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.

26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.

27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.

c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.

32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.

34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

44. The Maintaining Agency 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 Maintaining Agency during the term of the Agreement; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 Agreement term.

45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.

46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

47. Exhibits A, B, and C are attached and incorporated into this Agreement.

48. This Agreement contains all the terms and conditions agreed upon by the parties.

ARU 46 KEY WEST

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 2016-2017

Effective Date: July 1, 2016 To: June 30, 2017

Intersection Locations	Traffic Signal (TS)	Traffic Signal Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Displays (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
(US-1) Whitehead St. at Fleming St.	1									3,131
(US-1) Whitehead St. at Southard St.	1									3,131
(US-1) Whitehead St. at Truman Ave.	1									3,131
(US-1) Truman Ave. at Duval St.	1									3,131
(US-1) Truman Ave. at Simonton St.	1									3,131
(US-1) Truman Ave. at Windsor Lane	1									3,131
(US-1) Truman Ave. at White St.	1									3,131
(US-1) Truman Ave. at Florida St.	1									3,131
(US-1) Truman Ave. at Eisenhower Drive and Jose Marti Drive	1									3,131
(US-1) N. Roosevelt Blvd. at Fire Station Emergency Fire Department Signal (FDS)					1					1,096
(US-1) N. Roosevelt Blvd. at Palm Ave.	1									3,131
(US-1) N. Roosevelt Blvd. at MacMillan St./5th St.	1									3,131
(US-1) N. Roosevelt Blvd. at Overseas Market	1									3,131
(US-1) N. Roosevelt Blvd. at Kennedy Drive	1									3,131
(US-1) N. Roosevelt Blvd. at Searstown	1									3,131
(US-1) N. Roosevelt Blvd. at S. Roosevelt Blvd. (the "Triangle")	1									3,131
(US-1) US-1/Overseas Hwy. at College Rd.	1									3,131
(US-A1A) S. Roosevelt Blvd. at Flagler Avenue	1									3,131
(US-1) N. Roosevelt Blvd. at the Former Radisson (3820 NRB)				1						626
(US-1) N. Roosevelt Blvd. at Key Plaza (2900 NRB)				1						626
(US-1) N. Roosevelt Blvd. at 3rd St. (2000 NRB)				1						626
									Total Lump Sum Amount*	56,201

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $56,201.00.

JK Scholl, CITY MANAGER — Maintaining Agency- City of Key West

OR-JUNE 2016 — Date

District Traffic Operations Engineer

6/13/16 — Date

Exhibit A - Attached to and made part of *Traffic Signal Maintenance and Compensation Agreement* (Contract No. ARU46)

APPENDIX D

STREET LIGHT INVENTORY

Street Light Repair 2015 - FOR INFORMATION ONLY

All Street Light Repairs

Bulbs and or photocell	Replaced Entire Head	Miscellaneous Repairs	Electrical Problems	Undetermined	total
448	80	39	68	25	660
68%	12%	6%	10%	4%	100%
9%	2%	1%	1%	1%	13%

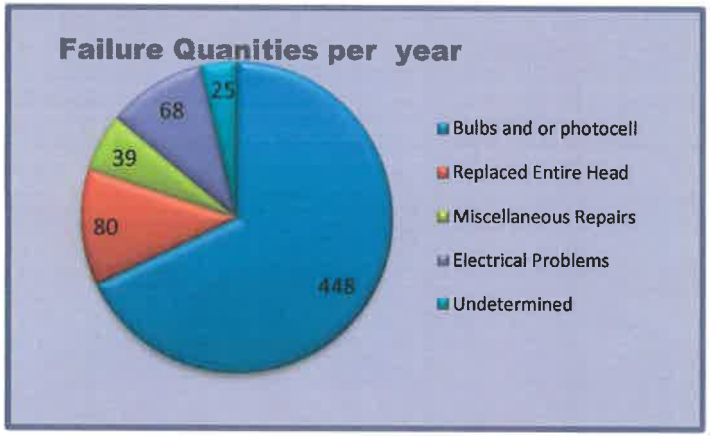
Categories

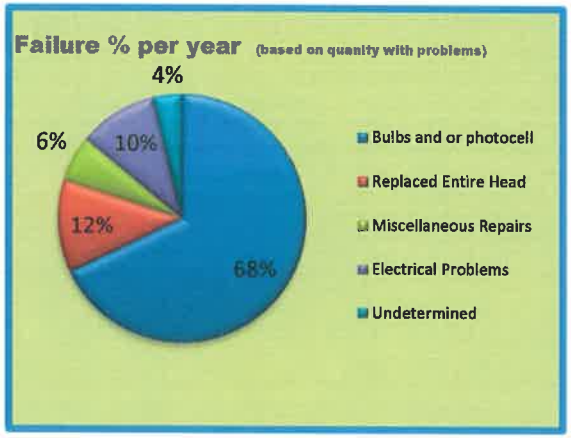
Bulb/photocell	Bulb and/or Photo cell replacement typically done at same time
New Head	Replace existing Entire light fixture (head)
Miscellaneous	Misc repairs (lens cover open, clean cover, tree in way)
Electrical Problems	Electrical feed problems (i.e..... broken supply wire)
Undetermined	The WT we have did not say the cause or fix

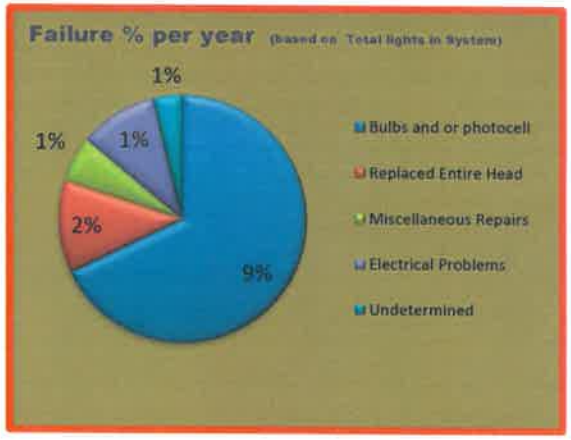
Time period-- These numbers are based on a 12 month sample period

Total System lights in our system (approx) 4950

RAW DATA







STREETLIGHTS 3/19/2018

LED	271
100W HPS	1207
200W HPS	605
400W HPS	85
TOTAL	2,168

Typical Life expectacy facts

Bulb/PCell Life Expectancy (years) 5.5