# RESOLUTION NO. 11-005

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT"; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the "State of Florida Department of

Transportation Traffic Signal Maintenance and Compensation
Agreement" is hereby approved.
Section 2: That this Resolution shall go into effect
immediately upon its passage and adoption and authentication by the
signature of the presiding officer and the Clerk of the Commission.
Passed and adopted by the City Commission at a meeting held
this <u>4th</u> day of <u>January</u> , 2011.
Authenticated by the presiding officer and Clerk of the
Commission on, 2011.
Filed with the Clerk January 5 , 2011.

CRAIG CATES, MAYOR

∆ TTP: FKTTT 4

CHERYL SMITH V CITY CLERK



Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

# **EXECUTIVE SUMMARY**

TO:

Jim Scholl, City Manager

FROM:

Doug Bradshaw, Senior Project Manager

DATE:

November 30, 2010

**SUBJECT:** 

**Traffic Signal Maintenance Agreement with FDOT** 

#### **ACTION STATEMENT:**

This resolution will approve the Traffic Signal Maintenance Agreement with the Florida Department of Transportation (FDOT)

# **BACKGROUND:**

The City of Key West is responsible for maintaining the traffic signals for FDOT. The maintenance includes those traffic signals on FDOT roads within the City. They are

located at the following locations:

US-1 (Whitehead St. @ Fleming St.)	US-1 (N. Roosevelt Blvd. @ Fire Station) – emergency signal
US-1 (Whitehead St. @ Southard St.)	US-1 (N. Roosevelt Blvd. @ Palm Ave.)
US-1 (Whitehead St. @ Truman Ave.)	US-1 (N. Roosevelt Blvd. @ MacMillan St.)
US-1 (Truman Ave. @ Duval St.)	US-1 (N. Roosevelt Blvd. @ Overseas Market
US-1 (Truman Ave. @ Simonton St.)	US-1 (N. Roosevelt Blvd. @ Kennedy Drive)
US-1 (Truman Ave. @ Windsor Ln.)	US-1 (N. Roosevelt Blvd. @ Sears Town
US-1 (Truman Ave. @ White St.)	US-1 (N. Roosevelt Blvd. @ S. Roosevelt Blvd.)
US-1 (Truman Ave. @ Florida St.) – Pedestrian crossing	US-1 (N. Roosevelt Blvd. @ College Rd.)
US-1 (Truman Ave. @ Eisenhower Dr. & Jose Marti Dr.)	

The City currently contracts with Keys Energy to maintain the signals. Keys Energy has estimated that on average the cost to maintain these signals is \$3,045/signal/year (see attached email). The City pays approximately \$23.33/month or \$280/year in electricity cost per signal. Total cost to operate one signal on average per year is \$3,325.

Key to the Caribbean - Average yearly temperature 77° F.

FDOT has proposed entering into an official agreement with the City of Key West that provides reimbursement of a portion of the maintenance cost and electricity cost, as determined by FDOT, for fifteen (15) of those signals on FDOT roads. They will not reimburse for the signal at the fire station and pedestrian crossing. No previous agreement existed between FDOT and the City. FDOT proposes paying the City on average \$1,313/signal/year which is approximately 40% of the total cost.

# **PURPOSE & JUSTIFICATION:**

The traffic signals need to be maintained for safe traffic flow on streets within the City. The agreement proposed by FDOT allows the City to get reimbursed by FDOT a portion of their cost to maintain traffic signals on FDOT roads.

#### **OPTIONS:**

- 1. Approve entering into the Agreement
- 2. Approve entering into the agreement with modifications
- 3. Do not approve entering into the agreement

# **FINANCIAL IMPACT:**

By entering into the agreement, the City will be able to receive reimbursement for a portion of the cost to maintain the signals.

#### **RECOMMENDATION:**

City staff recommends option # 1 that the City Commission approves entering into the Traffic Signal Maintenance Agreement with the Florida Department of Transportation (FDOT).

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22 TRAFFIC OPERATIONS 07/09 Page 1 of 6

		CONTRACT NO L PROJECT NO F.E.I.D. NO		_
THIS AGREEMENT, made and entered into this	day of te of Florida, herein call	ed the "Department", a	, by and between the Florida and the City of Key West,	

#### WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

- 1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, modems, and communications interconnect), flashing school zone traffic control devices, intersection control beacons, warning beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations and intersection control beacons as identified in Exhibit A. Warning beacons, emergency signals, and flashing school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement; the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. 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 signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract 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.
- 2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems 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. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
- 3. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
- 4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals. 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 and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.
- 5. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file.

- 6. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals and intersection control beacons on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals and intersection control beacons added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals and intersection control beacons added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals and intersection control beacons in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.
  - a) Payment shall be made only after receipt and approval of service.
  - b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
  - c) 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.
  - d) Record of costs incurred under 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 three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.
- 7. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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.
- 8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in additional to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- 9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.
- 10. 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.
- 11. 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.
- 12. 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 shall be cause for unilateral cancellation of this Agreement.
- 13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) 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 shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.
- 14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall 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 shall have 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 for any deficient traffic signal(s) or intersection control beacon(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
- 15. The Maintaining Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems 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.
- 16. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
- 17. 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 shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- 18. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall 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 shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
- 19. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.
- 20. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.
  - 21. This Agreement contains all the terms and conditions agreed upon by the parties.

Date

Attorney

IN WITNESS WHEREOF, the parties have caused	these prese	nts to be executed, the d	ay and year first above written.
CITY OF KEY WEST	Florida	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	
(Maintaining Agency)			
By: 1 Scholl		Ву:	•
O (Authorized Signature)			(Authorized Signature)
Print/Type Name: Jim K. Scholl		Print/Type Name:	
Title: City Manager	1/	Title:	
Attest: Mul Smul		Attest:	
Reviewed: (Seal if A	pplicable)		

# EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY

Effective Date:

To<u>:</u>

Maintaining Agency: the City of Key West,					
Intersection Locations	Compensation (Yes or No)	Traffic Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
US-1 (Whitehead St. @ Fleming St.)	YES		2,622	.50	1,311.00
US-1 (Whitehead St. @ Southard St.)	YES		2,622	.50	1,311.00
US-1 (Whitehead St. @ Truman Ave.)	YES		2,622	.50	1,311.00
US-1 (Truman Ave. @ Duval St.)	YES		2,622	.50	1,311.00
US-1 (Truman Ave. @ Simonton St.)	YES		2,622	.50	1,311.00
US-1 (Truman Ave. @ Windsor Ln.)	YES		2,622	.50	1,311.00
US-1 (Truman Ave. @ White St.) US-1 (Truman Ave. @ Florida St.) Pedestrian	YES		2,622	.50	1,311.00
crossing US-1 (Truman Ave. @ Eisenhower Dr. & Jose Marti Dr.) US-1 (N. Roosevelt Blvd. @ Fire Station) – emergency signal	NO YES NO		2,622	.50	1,311.00
US-1 (N. Roosevelt Blvd. @ Palm Ave.)	YES		2,622	.50	1,311.00
US-1 (N. Roosevelt Blvd. @ MacMillan St.)	YES		2,622	.67	1,756.74
US-1 (N. Roosevelt Blvd. @ Overseas Market	YES		2,622	.50	1,311.00
US-1 (N. Roosevelt Blvd. @ Kennedy Drive)	YES		2,622	.50	1,311.00
US-1 (N. Roosevelt Blvd. @ Sears Town	YES		2,622	.67	1,756.74
US-1 (N. Roosevelt Blvd. @ S. Roosevelt Blvd.)	YES		2,622	100	2,622.00
US-1 (N. Roosevelt Blvd. @ College Rd.)	YES		2,622	.67	1,756.74

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		Total Lump Sum	\$22,313.22
Maintenance and Compensation Agree	ment. es detailed in this Agreem	ated in accordance with the requirements of the T ent for this time period, the Department will pay the	J
Maintaining Agency	Date	District Traffic Operations Engineer	Date

#### **EXHIBIT B**

#### TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

#### 1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

#### 2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: \$2,622 x (2/4) = \$1,311

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be  $$675 \times (2/3) = $450$ 

Unit Rates per 100% State Intersections

Traffic Si	gnals:	Intersection Control Beacons:
FY 07-08	\$2,400	\$0
08-09	\$2,472	\$0
09-10	\$2,546	\$0
10-11	\$2,622	$0.25 \times \$2,622 = \$656$
11-12	\$2,701	$0.25 \times \$2,701 = \$675$
12-13	\$2,782	0.25 x \$2,782 = \$696

Beginning with FY 07-08, the Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

# 3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

# **Doug Bradshaw**

From: Finigan, Dale [Dale.Finigan@KeysEnergy.com]

Sent: Tuesday, November 09, 2010 4:08 PM

To: Doug Bradshaw

Subject: KEYS cost to maintain Traffic lights

Attachments: 2010-2011 TRAFFIC SIGNALMAINTENANCE AGREEMENT - City of Key West.doc; traffic

light summary-KW.xlsx

# Hi Doug

I was able to get the figures for the maintenance of TL (Traffic lights) in the City of Key West Oct 2009—Sept 2010

#### Last year cost total-\$182.7

- Labor-\$110.7k
- Transportation-\$59.9
- Material-\$12.1k

# **Total of number of City traffic lights- 60** Note—I considered a flasher as ½ light when I counted them up

- Regular lights-48
- Flasher lights-23

Based on the above I calculated an average cost per TL per year.

Average cost --- \$3,045 per TL, per year

# Dale Z. Finigan

#### Dale Z. Finigan

Director of Engineering & Control KEYS Energy 1001 James Street Key West Ft, 33040 305.295.1042 Direct 305.295.1044 Fax 305.304.4077 Cell www.keysenergy.com

From: Doug Bradshaw [mailto:dbradsha@keywestcity.com]

Sent: Monday, November 01, 2010 5:16 PM

To: Finigan, Dale; Alfonso, Matthew

Subject: FW: North Roosevelt BLVD Signal Agreement

Dale/Matt,

I am preparing the executive summary for city Commission approval for maintenance of the lights. Couple of questions for you guys:

- 1. Do you have any problems with the agreement?
- 2. Can you give me an average cost of what is takes to maintain these signals now (I think you told me you would continue not to charge the City for signal maintenance-but I assume anything the City gets for the lights would go directly to Keys Energy-any issues with that?)

Thanks.

Doug Bradshaw Senior Project Manager City of Key West Engineering/Port 305-809-3792 office 305-797-8361 Cell

From: Ivey, Patty [mailto:Patty.Ivey@dot.state.fl.us]

Sent: Thursday, October 21, 2010 12:43 PM

To: Doug Bradshaw; Toghiani, Ali

Cc: Larry Erskine

Subject: RE: North Roosevelt BLVD Signal Agreement

Doug, the copy I handed to you during the meeting had the complete inventory of Key West traffic signals on the State Highway system listed on Exhibit A with corresponding amounts. There may have been another copy of the standard form circulating and that was forwarded to the City Attorney in error. I've attached an electronic copy...

Patty

Patricia A. Ivey
Project Administrator
Florida Department of Transportation
3100 Overseas Highway
Marathon, Florida Keys 33050
office: (305) 289-6106

fax: (305) 289-2357 Patty.lvey@dot.state.fl.us

**From:** Doug Bradshaw [mailto:dbradsha@keywestcity.com]

**Sent:** Thursday, October 21, 2010 11:36 AM

To: Toghiani, Ali; Ivey, Patty

Cc: Larry Erskine

Subject: FW: North Roosevelt BLVD Signal Agreement

Ali/Patty,

Our legal department has reviewed FDOT's standard signal agreement. Please see Larry's comments below and the proposal of the additional language.

Thanks,

Doug Bradshaw Senior Project Manager City of Key West Engineering/Port 305-809-3792 office 305-797-8361 Cell

From: Larry Erskine

Sent: Thursday, October 21, 2010 11:23 AM

To: Doug Bradshaw

Cc: David Fernandez; Mark Finigan; Shawn D. Smith

Subject: RE: North Roosevelt BLVD

# Hi Doug:

I reviewed this document. The locations and dollar amounts are not filled in on Exhibit A. I suspect this can't be done until the project is finished.

Section 335.055, Florida Statutes, provides that a city which performs maintenance according to the standards contained in a agreement with DOT shall be relieved from tort liability. I would like to include language from this provision in the agreement.

**LRE** 

From: Doug Bradshaw

Sent: Friday, October 15, 2010 5:56 PM

To: Larry Erskine

**Cc:** David Fernandez; Mark Finigan **Subject:** FW: North Roosevelt BLVD

For review

Doug Bradshaw Senior Project Manager City of Key West Engineering/Port 305-809-3792 office 305-797-8361 Cell

From: Toghiani, Ali [mailto:Ali.Toghiani@dot.state.fl.us]

Sent: Wednesday, October 13, 2010 9:30 AM

To: Doug Bradshaw

Cc: Meitin, Omar; Meaux, Michelle L; Ivey, Patty; Phinizy, Charlie

Subject: FW: North Roosevelt BLVD

# Doug

This is our standard signal agreement. Please let me know if you have any comments or suggestions.

From: Legcevic, Evelin

Sent: Wednesday, October 13, 2010 8:58 AM

**To:** Meitin, Omar; Fernandez, Arnaldo

Cc: Toghiani, Ali; Ogle, Gary

Subject: RE: North Roosevelt BLVD

Hi Ali:

The standard signal maintenance agreement is the following FDOT form:

Traffic Signal Maintenance and Compensation 750-010-22 Agreement

Also, find attached a copy of the form.

Evelin

305-470-5156

From: Meitin, Omar

Sent: Wednesday, October 13, 2010 8:43 AM

**To:** Fernandez, Arnaldo

**Cc:** Legcevic, Evelin; Toghiani, Ali; Ogle, Gary

Subject: FW: North Roosevelt BLVD

Arnie - please send Ali the signal maintenance agreement so that it can be submitted to the City of Key West

Omar M. Meitin, P.E. District Traffic Operations Engineer 1000 NW 111<sup>th</sup> Avenue Miami, Florida 33172 (305) 470-5335 Fax: (305) 470-5815

From: Toghiani, Ali

Sent: Wednesday, October 13, 2010 8:39 AM

To: Doug Bradshaw

Cc: Garcia, Rudy; Meitin, Omar; Ivey, Patty; Phinizy, Charlie; Meaux, Michelle L

Subject: FW: North Roosevelt BLVD

Doug

This is the MOA for landscaping along North Roosevelt BIVD. We will shortly send you two more for lighting and signalization.

Omar/Rudy

I need you to send me the MOA for signalization and lighting so we can share them with the city by the end of this week.

From: Meaux, Michelle L

Sent: Wednesday, October 13, 2010 8:09 AM

To: Toghiani, Ali

Cc: Meitin, Omar; Garcia, Rudy; Ivey, Patty; Phinizy, Charlie

## Subject: RE: North Roosevelt BLVD

Ali: Good morning! I only draft the Landscape MMOA and I sent that to your attention a while ago. Attached is the MMOA, please let me know if any changes are necessary.

# Thanks!

Michelle Loren Meaux

JPA Coordinator Professional Services Rm. 6202B Ph. (305) 470-5112 Fax (305) 470-5704

Visit the D6 Joint Participation Agreement SharePoint Site Visit the D6 Single Audit SharePoint Site

From: Toghiani, Ali

**Sent:** Friday, October 08, 2010 1:34 PM

To: Meaux, Michelle L

Cc: Meitin, Omar; Garcia, Rudy; Ivey, Patty; Phinizy, Charlie

Subject: North Roosevelt BLVD

#### Michelle

Do we have all 3 agreements ready to go to the city. The landscaping, lighting and signalization agreements need to go to the city ASAP. I AM MEETING WITH THE CITY Manager and on the 20<sup>th</sup> and need them to take a look at these agreements before our meetings.

					MONTHLY
STREET	STREET	SIGNALS	SIZE REMARKS	KWHR	BILLING
DUCK AVE. DUVAL ST.	FOURTEENTH ST. ANGELA	8 8	12 8	92 65	\$ 12.65 8.94
DUVAL ST.	CAROLINE ST.	8	8	65	8.94
DUVAL ST.	EATON ST.	10	8	74	10.18
DUVAL ST.	FLEMING ST.	9	8	70	9.56
DUVAL ST.	FRONT ST.	9 9	8	70	9.56
DUVAL ST. DUVAL ST.	GREENE ST. SOUTHARD	8	8 8	70 65	9.56 8.94
DUVAL ST.	TRUMAN AVE.	8	8 UPS	175	23.96
FLAGLER AVE.	FIFTH ST.	8	12	92	12.65
FLAGLER AVE.	FIRST ST.	8	12	92	12.65
FLAGLER AVE. FLAGLER AVE.	KENNEDY DRIVE SOUTH ROOSEVELT	10 6	12 12 UPS	108	14.83 21.95
FOOTBALL FIELD	KENNEDY DRIVE	4	8	60	8.22
GRINNELL ST.	EATON ST.	8	8	65	8.94
GRINNELL ST.	FLEMING ST.	7	8	61	8.31
N. ROOSEVELT	FIFTH ST.	6	12 UPS	147	20.17
N. ROOSEVELT N. ROOSEVELT	FIRST ST. KENNEDY DRIVE	8 8	12 UPS 12 UPS	176 202	24.12 27.68
N. ROOSEVELT	OVERSEAS MKT.	8	12 UPS	176	24.12
NORTHSIDE	FOURTEENTH ST.	8	12	92	12.65
NORTHSIDE	KENNEDY DRIVE	8	8	65	8.94
PALM AVE.	TRUMBO POINT	8	8	65	8.94
SENIOR CITIZEN SIMONTON ST.	KENNEDY DRIVE CAROLINE ST.	4 8	12 8	73 65	10.08 8.94
SIMONTON ST.	EATON ST.	8	8	65	8.94
SIMONTON ST.	FLEMING ST.	7	8	61	8.31
SIMONTON ST.	SOUTH ST.	8	8	65	8.94
SIMONTON ST.	SOUTHARD	7	8	61	8.31
SIMONTON ST. SIMONTON ST.	TRUMAN AVE. UNITED ST.	8 8	8 UPS 8	175 65	23.96 8.94
SOUTH ST.	REYNOLDS	8	8	65	8.94
THOMAS	PETRONIA	7	8	61	8.31
TRUMAN AVE.	EISENHOWER	8	8 UPS	175	23.96
TRUMAN AVE. TRUMAN AVE.	FLORIDA THOMAS	4 8	12 8	65	10.08 8.94
TRUMAN AVE.	WINDSOR LANE	8	8 UPS	175	23.96
US 1	COLLEGE ROAD	6	12 UPS	147	20.17
US 1	N. ROOSEVELT	8	12 UPS	141	19.38
WHITE ST. WHITE ST.	EATON ST. FLAGLER AVE.	8 8	8 8	65	8.94
WHITE ST.	SOUTHARD	7	8	65	8.94 8.31
WHITE ST.	TRUMAN AVE.	8	12 UPS	202	27.68
WHITE ST.	UNITED ST.	8	12	92	12.65
WHITE ST. WHITEHEAD ST.	VIRGINIA	8 6	8	65	8.94
WHITEHEAD ST.	FLEMING ST. SOUTHARD	10	8 UPS 8 UPS	165	22.72
WHITEHEAD ST.	TRUMAN AVE.	8	8 UPS	175	23.96
CATHERINE ST.	VARELA	4	12	16	2.17
DUVAL ST.	OLIVIA	4	12	16	2.17
DUVAL ST. FIRST ST.	UNITED ST. FOGARTY	4 4	12 12	16 16	2.17
GRINNELL ST.	CATHERINE ST.	4	12	16	2.17
GRINNELL ST.	SOUTH ST.	4	12	16	2.17
GRINNELL ST.	VIRGINIA	4	12	16	2.17
HARRIS JULIA	SEVENTH ST. THOMAS	4 4	12 12	16	2.17
N. ROOSEVELT	FIRE DEPARTMENT	5	12	55	7.61
OLIVIA	FLORIDA	4	8	16	2.17
OLIVIA	THOMAS	4	12	16	2.17
OLIVIA POINCIANA SCHOOL	WINDSOR LANE FOURTEENTH ST.	4 2	12 12	16	1.09
SIMONTON ST.	OLIVIA	4	12	16	2.17
SOUTHARD	FRANCES	3	12	12	1.63
THOMAS	AMELIA	4	12	16	2.17
THOMPSON ISLAND TRUMAN AVE.	SOUTH ROOSEVELT ST. MARYS	1 2	12 12	4	0.54
TRUMBO	EATON ST.	2	12	8	1.09
US 1	COW KEY BRIDGE	2	12	8	1.09
WHITE ST.	VON PHISTER	4	12	16	2.17
WHITE ST.	ATLANTIC BLVD	3	12 [ Total	5252	721.11
				omer charge	7.23
				rub total	720 24

Sub total 728.34
GRT 18.65
Total 746.98

109

# Keys Friergy Electrical Cost

750-010-22
RAFFIC OPERATIONS
07/09
Page 4 of 6 - Exhibit A

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TO LET O OLO MAL INTERDED TIONS AND INTER	EXHIB		MAINTAINED	AUD OBERATED (	-00 CV
TRAFFIC SIGNAL INTERSECTIONS AND INTER	SECTION CONTR	OL BEACONS	MAINTAINED	AND OPERATED F	ORFT
Effective Date: To:				1	· · · · · · · · · · · · · · · · · · ·
Maintaining Agency: the City of Key West,		FEN	ergyCos,	<u> </u>	
Intersection Locations	Compensation (Yes or No)	Trainc Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
US-1 (Whitehead St. @ Fleming St.)	YES	22.72	2,622	.50	1,311.0
US-1 (Whitehead St. @ Southard St.)	YES	23.96	2,622	.50	1,311.0
US-1 (Whitehead St. @ Truman Ave.)	YES	23.96	2,622	.50	1,311.00
US-1 (Truman Ave. @ Duval St.)	YES	23,96	2,622	,50	1,311.00
US-1 (Truman Ave. @ Simonton St.)	YES	23.96	2,622	.50	1,311.00
US-1 (Truman Ave. @ Windsor Ln.)	YES	23.96	2,622	.50	1,311.00
US-1 (Truman Ave. @ White St.)	YES	27.98	2,622	.50	1,311.00
US-1 (Truman Ave. @ Florida St.) - Pedestrian	NO.				
crossing US-1 (Truman Ave. @ Eisenhower Dr. & Jose Marti Dr.)	NO YES	23,90	2,622	.50	1,311.00
US-1 (N. Roosevelt Blvd. @ Fire Station) – emergency signal	NO				
US-1 (N. Roosevelt Blvd. @ Palm Ave.)	YES	24,12	2,622	.50	1,311.00
US-1 (N. Roosevelt Blvd. @ MacMillan St.)	YES	20,17	2,622	.67	1,756.74
US-1 (N. Roosevelt Blvd. @ Overseas Market	YES	24.12	2,622	.50	1,311.00
US-1 (N. Roosevelt Blvd. @ Kennedy Drive)	YES	27.68	2,622	.50	1,311.00
US-1 (N. Roosevelt Blvd. @ Sears Town	YES	20.17	2,622	.67	1,756.74
US-1 (N. Roosevelt Blvd. @ S. Roosevelt Blvd.)	YES	20.47	2,622	100	2,622.00
US-1 (N. Roosevelt Blvd. @ College Rd.)	YES	20.17	2,622	.67	1,756.74
				Æ	
		351.3	0 x12	= 4,21	5.60
15 Total on avg 23.33/month 280/year					
Dr ave 23.33 month					
780/1100		***************************************			· · · · · · · · · · · · · · · · · · ·
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