



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041 (305) 809-3883

MEMORANDUM

TO: Jim Scholl, City Manager

FROM: Jim Bouquet, P.E., Director of Engineering

DATE: July 12, 2016

RE: Traffic Signal Maintenance and Compensation Agreement,
Contract No. ARU46.

ACTION STATEMENT:

Amend the existing Florida Department of Transportation *Traffic Signal Maintenance and Compensation Agreement, Contract No. ARU46* in accordance with *Attachment 1 Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement*. Authorize the City Manager to execute the *Amendment to the Traffic Signal Maintenance and Compensation Agreement* and Attachment 1.

BACKGROUND:

The City of Key West entered into the *Traffic Signal Maintenance and Compensation Agreement, Contract No. ARU46* with the Florida Department of Transportation (FDOT) dated August 24, 2015 under City Commission Resolution 15-224. Exhibit A to this agreement was subsequently amended under Resolution 16-181.

FDOT has revised the current agreement as *Attachment 1 Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement*. Changes from the current agreement include:

- Added Department of Financial Services/FDOT Comptroller standard payment terms to ensure invoices are paid and the agreements will stand up to a financial review.
- Simplified language for penalties and retainage.
- Changed responsibility for pursuing 3rd party damage insurance from Maintaining Agency to FDOT.
- Added requirement for the Maintaining Agency to provide an annual report of its traffic signal maintenance log.
- Added Force Majeure clause to remove liability from both the Maintaining Agency and the FDOT in the event of an Act of God, etc.

Key to the Caribbean - Average yearly temperature 77 °

- Changed responsibility for periodic mast arm maintenance from Maintaining Agency to FDOT.
- Increased requirement for record retention from 3 to 5 years to comply with Florida's public record rule.
- Increased time to repair critical detectors to 90 days (previous agreement was 60 days).
- Decreased inspections to 50% of signals every year (previous agreement was 100% per year).
- Added requirement to allow FDOT access to traffic signal data.
- Deleted checklist in Exhibit C.
- Added new Exhibit C with form for reimbursement for 3rd party damage.

PURPOSE AND JUSTIFICATION:

Approval of this amendment to the *Traffic Signal Maintenance and Compensation Agreement* is a specific example of collaboration among community partners (government agencies) to address specific concerns for the benefit of the community (Government Goal #3). Furthermore, this agreement supports and nurtures an existing source of income for the City (Economy Goal #1).

FINANCIAL ISSUES

FDOT will compensate the City for services provided under the Agreement. The **estimated** annual compensation currently due the City is **\$56,201**.

RECOMMENDATION

Staff recommends accepting *Attachment 1 Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement* and authorizing the City Manager to execute the *Amendment to the Traffic Signal Maintenance and Compensation Agreement* and Attachment 1.