

RESOLUTION NO. 11-189

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF IMPERIAL ELECTRIC, INC. TO RETROFIT LOCAL PARK BALL FIELD LIGHTING IN ACCORDANCE WITH THE TERMS SPECIFIED IN ITB #11-015 IN AN AMOUNT NOT TO EXCEED \$707,677.00; AUTHORIZING NECESSARY BUDGET ALLOCATIONS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS CONTAINED IN THE BID PACKAGE ON BEHALF OF THE CITY OF KEY WEST; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 09-268 the City Commission adopted a Climate Action Plan and in Resolution 10-303 the City entered into an interlocal agreement with the Board of Commissioners of Monroe County for purposes of an EECBG grant under the Florida Energy and Climate Commission, Grant Agreement No. ARS010, to retrofit lighting in six public parks with energy efficient light fixtures; and

WHEREAS, on June 1, 2011 four bids were opened in response to ITB #11-015, Retrofit Local Park Ball Field Lighting, all of the bids were responsive;

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

Section 1: That the bid of Imperial Electrical, Inc. for the Retrofit Local Park Ball Field Lighting Project in accordance with

the terms specified in ITB #11-015 is hereby awarded in an amount not to exceed \$707,677.00.

Section 2: That necessary allocations of funds within the Capital Improvement Account 303-7201-572-62 are hereby authorized.

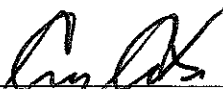
Section 3: That the City Manager is authorized to execute a contract in substantial conformance with the contract documents contained within the bid package on behalf of the City of Key West with the advice and consent of the City Attorney.

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

Passed and adopted by the City Commission at a meeting held this 21 day of June, 2011.

Authenticated by the presiding officer and Clerk of the Commission on June 22, 2011.

Filed with the Clerk June 22, 2011.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

MEMORANDUM

TO: Jim Scholl, City Manager
FROM: Greg Veliz, Community Services Director
VIA: David Fernandez, Assistant City Manager- Operations
DATE: June 2, 2011

SUBJECT: Awarding the Bid of Imperial Electrical Inc. for Retrofit Local Park Ball Field Lighting

ACTION STATEMENT: Resolution awarding ITB # 11-015 Retrofit Local Park Ball Field Lighting to Imperial Electrical Inc. for an amount not to exceed \$707,677 and authorizing the City Manager to negotiate and enter into a contract as per the provisions of the bid specifications.

BACKGROUND: On December 15, 2010, the City of Key West entered into an Interlocal Agreement with Monroe County for Joint Participation in Grant Agreement #ARS010. This agreement is pursuant to the American Recovery and Reinvestment Act in order to implement a comprehensive energy savings project through the retrofit of lighting in six public parks with new energy efficient light fixtures. The parks include the Clayton Sterling Sports Complex, Dewitt Roberts Softball Field, Rosa Hernandez Softball Field, George Mira Football Field, Nelson English Park and Pepe Hernandez Softball Field.

PURPOSE & JUSTIFICATION: On June 1, 2011 the City received four (4) bids for ITB # 11-015 Retrofit Local Park Ball Field Lighting: Canseco Electrical Contractors Inc., Davco Electrical Contractors Corp, Electrical Contracting Service, and Imperial Electrical, Inc. All four firms were considered responsive. Imperial Electrical, Inc. provided the lowest responsible and responsive bid.

OPTIONS:

1. Award ITB # 11-015 Retrofit Local Park Ball Field Lighting to Imperial Electrical, Inc.
2. Do not award ITB # 11-015 Retrofit Local Park Ball Field Lighting to Imperial Electrical, Inc.

FINANCIAL IMPACT: This project is a Capital Improvement Project under Account 303-7201-572-64. The account balance is \$744,800. The lowest
Key to the Caribbean – Average yearly temperature 77 ° F.

responsive bid is \$707,677.

RECOMMENDATION: Staff recommends approval of Option #1.

CONTRACT

This Contract, made and entered into this 18th day of JULY 2011, by and between the **City of Key West**, hereinafter called the "Owner", and **Imperial Electrical Incorporated**, a **Florida corporation**, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the PROJECT ITB #11-015: RETROFIT LOCAL PARK BALL FIELD LIGHTING, to the extent of the BID made by the Contractor, dated the 1st day of June 2011, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of RETROFIT LOCAL PARK BALL FIELD LIGHTING are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within the time specified in the Contract, and to accept as full payment hereunder the amounts as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold

harmless the Owner from any costs encountered in remedying such defects.

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of two hundred fifty dollars (\$250.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this 18th day of JULY 2011.



Cheryl Smith
Cheryl Smith, City Clerk

By:

Jim Scholl
Jim Scholl, City Manager

Imperial Electrical Incorporated

By:

Print Name: Michael A. Terango

Title: President

Witness:

Print Name: William Olson

INTEROFFICE MEMORANDUM

To: Rod Delostrinos, Deputy Director Community Services
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk
Date: June 1, 2011
Subject: **RETROFIT LOCAL PARK BALL FIELD LIGHTING; BID 11-015**

Attached for your review are copies of the bids opened Wednesday, June 1, 2011 at 3:30 p.m. in response to the above referenced project.

- | | | | |
|----|--|--------|----------------|
| 1. | Canseco Electrical Contractors, Inc, 7175 SW 43 rd Street Miami, FL 33155 | Total: | \$1,289,084.00 |
| 2. | Davco Electrical Contractors Corp 4885 Park Ridge Boulevard Boynton Beach, FL 33426 | Total: | \$1,054,748.00 |
| 3. | Electrical Contracting Services, Inc. 2375 West 77 th Street Hialeah, FL 330116 | Total: | \$1,008,533.00 |
| 4. | Imperial Electrical Inc. 11821 NW 11 th Street Plantation, FL 33323 | Total: | \$ 990,761.00 |

CS/sph

**IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323**

COVER LETTER

SUBJECT: BID NO. 11-015 Retrofit Local Park Ball Field Lighting

ISSUE DATE: May 2, 2011

**MANDATORY
PRE BID
MEETING:**

May 11, 2011, 0900 at the Clayton Sterling Baseball Complex
Concession Stand located off Kennedy Drive, Key West, FL. The other sites as per
the RFQ will also be visited immediately following the first site.

MAIL BIDS TO: CITY CLERK

CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

**DELIVER
BIDS TO:**

SAME AS ABOVE

**BIDS MUST BE
RECEIVED:**

June 1, 2011

**NOT LATER
THAN:**

3:30 PM

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

General Conditions of Invitation to Bid

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- (a) The enclosed Bid Response Form is to be used, other forms may be rejected.
- (b) All information required by the BID form shall be furnished. The bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- (c) Proposed delivery time must be shown and shall include Sundays and holidays.
- (d) Bidder shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- (e) All bids shall be submitted with two (2) originals hard copies and three (3) USB flash drives or three (3) CD ROMs each with one PDF file.
- (f) Bidders are advised that all City contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's name trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the bid opening and the bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the form furnished. Telecopier bids will not be considered.
- (c) Unless otherwise indicated, all City of Key West Bids may be awarded on a line item basis.

4. REJECTION OF BIDS:

- (a) The City may reject bids:
 - 1. For budgetary reasons, or
 - 2. The bidder misstates or conceals a material fact in its bid, or
 - 3. The bid does not strictly conform to the law or is non-responsive to bid requirements, or
 - 4. The bid is conditional, or
 - 5. A change of circumstances occurs making the purpose of the bid unnecessary to the City.
- (b) The City may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS:

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
- (b) Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing.

6. LATE BIDS OR MODIFICATION:

- (a) Bids and modifications received after the time set for the bid opening will not be considered.

(b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

(a) Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
2. Minority Business Enterprises (MBE), as applicable to this contract.
3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. COLLUSION:

(a) The bidder by affixing his signature to this Invitation to Bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. VARIANCE IN CONDITIONS:

(a) Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

10. APPROPRIATIONS CLAUSE:

(a) If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposed in the City's annual budget for the next succeeding fiscal year.

11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

(a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he may submit to the Community Services Deputy Director on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specification and requirements as set forth in the bid must be filed in writing with the Community Services Deputy Director on or before five (5) days prior to the scheduled opening. Community Services Deputy Director is Rod Delostrinos at rdelostr@keywestcity.com.

12. DISCOUNTS:

(a) Bidders may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for bid evaluation proposed. Bidders are encouraged to reflect cash discounts in the unit price quoted.

(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

(a) The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the City, prices and other factors considered.

(b) The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations as provided in 4 (a) (3).

(c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the city limits of Key West. Monroe County will be the determining factor. When neither of these conditions exists, bids for identical amounts will be determined by the drawing of lots in public by the Finance Director.

(d) Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

(e) Successful Bidder will enter into a contract in accordance with the bid document in a form sufficient to the City Attorney.

14. LOCAL PREFERENCE:

(a) In Accordance with City of Key West Code of Ordinances Sec. 2-798, policy of local preference is applied to bids submitted by qualified local businesses. Under a competitive bid solicitation, when a responsive nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the price submitted by the nonlocal business, then the local business with the apparent lowest bid offer (i.e., lowest local bidder) may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive bidder within three working days of a notice of intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest nonlocal bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest nonlocal bid price(s), then the award shall be made to the nonlocal business.

15. DAMAGE:

(a) Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

(a) Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per diem and travel expenses of public officers, employees, and authorized persons) will be followed.

IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR SUBMITTAL.

17. INSURANCE AND LIABILITY

A. **GENERAL:** The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs. Before commencing work as specified in the contract CONTRACTOR shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the Owner. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the Owner by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the CONTRACTOR and identify the agreement or contract number. The City of Key West (Owner), all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the CONTRACTOR. CONTRACTOR shall maintain limits no less than those stated herein and shall include waiver of subrogation as to the City of Key West, CONTRACTOR and their respective officers, agents, employees and subcontractors:

B. **CONTRACTOR AND SUBCONTRACTOR INSURANCE:** The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

C. **COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** The Contractor shall maintain during the life of this Contract the statutory amount of Workmen's Compensation Insurance, in addition, Employer's Liability Insurance in an amount as specified in the Supplementary Conditions, for each occurrence, for all of his employees to be engaged in work on the project under this Contract. In case any such work is subcontracted, the Contractor shall require the Subcontractor to provide similar Workmen's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work.

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

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

The Owner and Engineer, their officers, agents, and employees shall be named as Additional Insureds on the Contractor's and any Subcontractor's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

Proof of Standard Insurance and Liability Requirements

- a. Workers' Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employer's Liability with a limit of \$1,000,000.00 each accident.
- b. Comprehensive General Liability: Coverage shall have minimum limits of \$2,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations; Independent Contractors; Products and/or Completed Operations; Broad Form Property Damage, XCU and a Contractual Liability endorsement.
- c. Business Auto Liability: Shall have a minimum limit of \$1,000,000 Per Occurrence, Combined Single Limit For Bodily Injury Liability and property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employees Non-Ownership.

- d. Excess/Umbrella shall have minimum limits of \$2,000,000 per occurrence/aggregate.
 - e. All insurance required shall include a waiver of subrogation as to the Owner, the Contractor, and their respective officers, agents, employees, and subcontractors.
 - f. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that he or she is required to meet.
6. If Architectural Services are to be offered, proof of Professional Architectural Certificate for the State of Florida
7. If Engineering Services are to be offered, proof of Professional Engineering Certificate for the State of Florida.
8. List of any and all project related Claims or Litigation for the last five years against the Proposer or Proposers subcontractors.
9. A list of current projects and a schedule indicating availability of firm to properly staff the project for the quick turnaround required for this project.

E. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the Contractor shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance Coverage in an amount equal to the full value of the facilities under construction. Deductible shall be no greater than \$5,000. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the result of faulty workmanship or design, and all other normally covered risks, and shall provide losses to be paid to the Contractor, Owner, and Engineer as their interests may appear.

The Owner and Engineer, their officers, agents, and employees shall be named as additional insureds on the Contractor's and any subcontractors Builders Risk All Risk insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the Engineer, the Owner, the Contractor, and their respective officers, agents, employees, and subcontractors.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

G. SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having 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.

35. INDEMNITY

A. Contractor shall indemnify and hold harmless the Owner, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Except as specifically provided herein, this Contract does not require Contractor to indemnify the Owner, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against the Owner by reason of any such

claim or demand, Contractor shall, upon written notice from the Owner, resist and defend such action or proceeding by counsel satisfactory to the Owner.

B. The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the Owner's option, any and all claims of liability and all suits and actions of every name and description covered by Part A of this section above which may be brought against the Owner whether performed by Contractor, or persons employed or utilized by Contractor.

18. EXCLUSION OF CONTRACTOR CLAIMS

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

19. TAXES AND CHARGES

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

20. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

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

21. CODES, ORDINANCES, PERMITS, AND LICENSES

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

A. PERMIT FOR WORK WITHIN LOCAL RIGHTS-OF-WAY

The Contractor shall obtain from the City of Key West the necessary permits for work within the rights-of-way. The Contractor shall abide by all regulations and conditions, including maintenance of traffic, FDOT Standard.

B. NOISE ORDINANCE

The Contractor shall comply with the City of Key West Noise Ordinance.

C. LICENSES: BIDDER must represent that he holds all applicable state, 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 before he may Bid on the project.

The following licenses and certificates are required as a minimum:

- 1.) All licenses or certificates required by federal, state or local statutes or regulations.
- 2.) A valid Business Tax Receipt issued by the City of Key West, if required.
- 3.) A valid Certificate of Competency issued by the Building Official of the City of Key West which shall remain valid throughout the time period of the Contract, if required.

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.
- Appropriate Contractor's License
- HARC Permit as required

Note: Licensed Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

Further, the successful BIDDER must, within ten (10) calendar days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 91 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

Bid Bond in the amount of 5% of the maximum bid, payable to the City of Key West, as evidence of good faith and guaranteeing that the successful bidder will execute and furnish to the City of Key West a good and sufficient performance bond as required by Florida Statute Section 1013.47 in the penal sum of 100% of the escalated amount of the contract guaranteeing the performance of said contract.

STATEMENT OF NO BID # 11-015

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY.

CITY OF KEY WEST
FINANCE DEPARTMENT
P.O. BOX 1409
KEY WEST, FLORIDA 33040
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- ☐ Insufficient time to respond to Invitation to Bid
- ☐ Do not offer this product
- ☐ Our schedule will not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (please explain below)
- ☐ Remove us from your "Bidder Mailing List"
- ☐ Other (Please specify below)

We understand that if a "No Bid" statement is not returned, our name may be removed from the Bidder's list of the City of Key West.

COMPANY NAME: _____

AUTHORIZED AGENT: _____

COMPANY ADDRESS: _____

DATE: _____ TELEPHONE: _____

BID SPECIFICATIONS

SPORTS FIELD LIGHTING

PART 1 – GENERAL: It is the intent of these specifications to describe the goods and services in sufficient detail to secure comparable bids for the performance of this service. This service shall not be subcontracted without written approval. All prospective bidders must have proper licenses, insurance, bonds, and workman's compensation coverage.

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the performance and design standards for Key West. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth by the criteria set forth in these specifications.
- C. The sports lighting will be for the following Parks:
 - 1. Clayton Sterling Complex
 - a) Large Baseball
 - b) 130' softball field
 - c) 175' softball field
 - d) 200' softball field
 - 2. Dewitt Roberts Softball
 - 3. George Mira Football
 - 4. Rosa Hernandez Softball
 - 5. Pepe Hernandez Softball
 - 6. Nelson English Park
 - a) Basketball
 - b) Playground Area
- D. The primary goals of this sports lighting project are:
 - 1. Life Cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field(s) should be proactively monitored to detect fixture outages over a 10 year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.
 - 2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.

| Area of Lighting | Maximum Spill at 100' from playing field |
|--------------------------|---|
| Clayton Sterling Complex | 1.50 fc |
| Dewitt Roberts Softball | .80 fc |
| George Mira Football | 1.24 fc |
| Rosa Hernandez Softball | .83 fc |
| Pepe Hernandez Softball | .80 fc |
| Nelson English Park | .24 fc |

- 3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of 10 years. Note: Please provide all appropriate lamp change-outs to conform to all lighting performances for the entire 10 Year warrantee period. Lamp change-outs shall not void or shorten the 10 Year warranty period.
- 4. Energy Efficiency and Conservation Block Grant (EECBG) Program: This project has been submitted for EECBG funding and must meet all requirements for application and reporting.

- E. The Scope of Work does not include demolition of existing applications. The Owner is responsible for the removal of existing lights and cross arm assemblies. The Owner will coordinate with its grant partner, Keys Energy Services, for the removal of existing lights and cross arm assemblies in which labor will be used a grant match. Further, the Owner reserves the right to retain 50 Lights and 20 metal crossarms. The disposal of the remainder will be the contractor's responsibility.

1.2 LIGHTING PERFORMANCE

- A. Performance Requirements: Playing surfaces shall be lit to an average constant light level and uniformity as specified in the chart below. Light levels shall be held constant for 10 years. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Measured average illumination level shall be predicted mean in accordance with IESNA RP-6-01, and measured at the first 100 hours of operation.

| Area of Lighting | Average Constant Light Levels | Maximum to Minimum Uniformity Ratio | Grid Spacing |
|----------------------------|-------------------------------|-------------------------------------|--------------|
| Infield(Baseball fields) | 50 footcandles | 2.0:1.0 | 30' x 30' |
| Outfield (Baseball fields) | 30 footcandles | 2.5:1.0 | 30' x 30' |
| Infield(Softball fields) | 50 footcandles | 2.0:1.0 | 20' x 20' |
| Outfield (Softball fields) | 30 footcandles | 2.5:1.0 | 20' x 20' |
| Football | 30 footcandles | 2.5:1.0 | 30' x 30' |
| Basketball | 30 footcandles | 3.0:1.0 | 10' x 10' |
| Playground | 15 footcandles | 10.0:1.0 | 20' x 20' |

| Area of Lighting | Number of Grid Spaces Infield | Number of Grid Spaces Outfield | Grid Spacing |
|---------------------------------|-------------------------------|--------------------------------|--------------|
| Clayton Sterling Field 1 (270') | 25 | 50 | 30' x 30' |
| Clayton Sterling Field 2 (200') | 25 | 73 | 20' x 20' |
| Clayton Sterling Field 3 (180') | 25 | 56 | 20' x 20' |
| Clayton Sterling Field 4 (150') | 25 | 31 | 20' x 20' |
| DeWitt Roberts Softball | 25 | 167 | 20' x 20' |
| Rosa Hernandez Softball | 25 | 61 | 20' x 20' |
| Pepe Hernandez Softball | 25 | 94 | 20' x 20' |
| George Mira Football | | 72 | 30' x 30' |
| Nelson English Basketball | | 45 | 10' x 10' |
| Nelson English Playground | | 86 | 20' x 20' |

1. Lumen maintenance control strategy: A constant light system shall use automatic power adjustments to achieve a lumen maintenance control strategy as described in the IESNA Lighting Handbook 9th Edition Lighting Controls Section pages 27-2 and 27-3: "Lumen maintenance control strategy calls for reducing the initial illumination of a new system to the designed minimum level. As lumen depreciation occurs, more power is applied to the lamps in order to maintain constant output." Note: Any submission of Constant or Continuous Light Systems that do not conform to the IESNA definition above shall be rejected.
2. Independent Test Report: Manufacturers bidding as a constant light system must provide an independent test report verifying the field performance of the system for the duration of the life of the lamp, signed by a licensed professional engineer with outdoor lighting experience. If report is

not provided at least 10 days prior to bid opening, the manufacturer shall provide the initial and maintained designs called for in this specification in section 1.8.

3. Project References: Manufacturers bidding any form of a constant light system must provide a minimum of five (5) project references within the state of Florida that have been completed within the last calendar year utilizing this exact technology that have a minimum of 500 hours of operation and field testing to verify light levels. Manufacturer will include project name, project city, contact name, and contact phone number for each reference.

1.3 LIFE CYCLE COSTS

- A. Energy Consumption: To comply with Federal EECBG Grant application, the average kWh consumption for the field lighting system for each park shall be as follows:

1. Any substitute submittals must be equal to or less than the kW consumption amounts listed below. If not, this shall be grounds for immediate rejection.

| | Average kWh Consumption |
|--------------------------|-------------------------|
| Clayton Sterling Complex | 125 kWh |
| Dewitt Roberts Softball | 44 kWh |
| George Mira Football | 36 kWh |
| Rosa Hernandez Softball | 26 kWh |
| Pepe Hernandez Softball | 30 kWh |
| Nelson English Park | 16 kWh |

- B. Complete Lamp Replacement: Manufacturer shall include all group lamp replacements required to provide 10 years of operation based upon 500 usage hours per year.

- a. If Remote Control System is not able to record hours of usage, then an hour meter shall be placed in the remote ballast enclosure of 2 poles per field.

- C. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 10 years from the date of equipment shipment. Individual lamp outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

- D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).

- E. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- F. Management Tools: Manufacturer shall provide a web-based database of actual field usage and provide reports by facility and user group.

- G. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 10 years.

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- H. 10-Year Life Cycle Cost: Manufacturer shall submit 10-year life cycle cost calculations as follows. Equipment price and total life cycle cost shall be entered separately on bid form.

| | | | |
|----|---|---|-----------------------------|
| a. | Luminaire energy consumption # <u>181</u> luminaires x <u>150W</u> demand per luminaire x .20 kWh rate x 500 annual usage hours x 10 years | | <u>283,084⁰⁰</u> |
| c. | Cost for spot relamping and maintenance over 10 years Assume 10 repairs at \$ 500 each if not included with the bid | + | <u>0</u> |
| d. | Cost to relamp all luminaires during 10 years 500 annual usage hours x 10 years / <u>2100 hours</u> x \$125 lamp & labor x # <u> </u> of luminaires if not included with the bid | + | <u>0</u> |
| e. | Extra energy used without base bid automated control system \$ Energy consumption in item a. x 10% if control system not included with the bid | + | <u>0</u> |
| f. | Extra labor without base bid automated on/off operation \$8.00 per hour x .5 hours per on/off cycle x <u>2,500</u> cycles over 10 years if control system not included with the bid | + | <u>0</u> |
| | TOTAL 10-Year Life Cycle Operating Cost | = | <u>283,084⁰⁰</u> |

- 1.4 Energy Efficiency and Conservation Block Grant (EECBG) Program: This project has been submitted for EECBG funding and must meet all requirements for application and reporting. Manufacturers must supply the following data per www.eecbg.energy.gov requirements.

- A. Jobs created and/or retained
- B. Life Cycle Costs Savings Analysis – as described in item 1.3 above
- C. Carbon dioxide (CO2) emission reduction – energy kW savings provided by the lighting system shall be converted into CO2 savings according to the EPA guidelines found at <http://www.epa.gov/cleanenergy/energy-resources/refs.html>.
- D. "Buy American" provision – products used for this project must be manufactured in the United States and meet the "Buy American" provision of the ARRA – American Recovery and Reinvestment Act of 2009.

1.5 WARRANTY AND GUARANTEE

- A. 10-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 10 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations. Note: Please provide all appropriate lamp change-outs to conform to all lighting performances for the entire 10 Year warranty period. Lamp change-outs shall not void or shorten the 10 Year warranty period.
- B. Individual Lamp Change-outs – The Manufacturer is responsible for replacing single lamp outages when light levels are affected in such a manner as to drop below IESNA Standards, referenced in Section 1.2, A. The Manufacturer is responsible to all costs of such repairs, including, but not limited to materials, crane and labor. It is also the responsibility of the Manufacturer to bring the site back to its' original condition, including ruts, grass, concrete and asphalt damage.
- C. Wind Speed – All cross arms, fixtures and aiming shall be designed to withstand up to 150 MPH winds, including Hurricane Wind Damage. Note: Manufacturer cannot void the warranty when wind speeds exceed 75 MPH and classified as an Act of God. Impact damage and Vandalism are not included in this warranty.

1.6 DELIVERY TIMING

- A. Equipment On-Site: The equipment must be on-site 4-6 weeks from receipt of approved submittals and receipt of complete order information.

Key West Ball Field Retrofits
10-Year Life Cycle Operating Cost
(From Section 1.3, Item H)

H. 10-Year Life Cycle Cost: Manufacturer shall submit 10-year life cycle cost calculations as follows. Equipment price and total life cycle cost shall be entered separately on bid form.

| | | | |
|----|--|---|----------------------|
| a. | Luminaire energy consumption 181 luminaires x 1.564 kW demand per luminaire x .20 kWh rate x 500 annual usage hours x 10 years | | \$283,084.00 |
| c. | Cost for spot relamping and maintenance over 10 years Assume 10 repairs at \$ 500 each if not included with the bid | + | \$0.00 (Included) |
| d. | Cost to relamp all luminaires during 10 years 500 annual usage hours x 10 years / 2100 hours x \$125 lamp & labor x # fixtures if not included with the bid | + | \$0.00 (Included) |
| e. | Extra energy used without base bid automated control system \$ Energy consumption in item a. x 10% if control system not included with the bid | + | \$0.00 (Included) |
| f. | Extra labor without base bid automated on/off operation \$8.00 per hour x .5 hours per on/off cycle x 2,500 cycles over 10 years if control system not included with the bid | + | \$0.00 (Included) |
| | TOTAL 10-Year Life Cycle Operating Cost | = | \$283,084.00 |

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1.7 PRE-BID SUBMITTAL REQUIREMENTS

- A. Approved Product: Musco's Light-Structure Green™ and Sports Cluster Green™ Systems are the approved product. Substitutions are permitted; however, those substitutions must meet or exceed the approved product's specifications. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs. Any manufacturer's name trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. **SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE.** Bids will be considered for any brand, which meets the quality of the specifications for any item.
- B. Design Approval: The owner / engineer will review pre-bid shop drawings from the manufacturers to ensure compliance to the specification. If the design meets the design requirements of the specifications, a letter will be issued to the manufacturer indicating approval for the specific design submitted.

1.8 ALTERNATE SYSTEM REQUIREMENTS

- A. Compliance to Specifications: Acceptance of a bid alternate does not negate the contractor and lighting manufacturer's responsibility to comply fully with the requirements of these specifications. Any exceptions to the specifications must be clearly stated in the prior approval submittal documents.
- B. Light Level Requirements: Manufacturer shall provide computer models guaranteeing light levels on the field over 10 years. If a constant light level cannot be provided, a maximum Recoverable Light Loss Factor of 0.70 shall be applied to the initial light level design to achieve the following Initial and target/maintained light levels. For alternate systems, scans for both initial and maintained light levels shall be submitted.

| Area of Lighting | Average Initial Light Levels | Average Target/Maintained Light Levels | Maximum to Minimum Uniformity Ratio | Number of Grid Readings | Grid Spacing |
|----------------------------|------------------------------|--|-------------------------------------|-------------------------|--------------|
| Infield(Baseball fields) | 71.5 footcandles | 50 footcandles | 2.0:1.0 | | 30' x 30' |
| Outfield (Baseball fields) | 42.8 footcandles | 30 footcandles | 2.5:1.0 | | 30' x 30' |
| Infield(Softball fields) | 71.5 footcandles | 50 footcandles | 2.0:1.0 | | 20' x 20' |
| Outfield (Softball fields) | 42.8 footcandles | 30 footcandles | 2.5:1.0 | | 20' x 20' |
| Football | 42.8 footcandles | 30 footcandles | 2.5:1.0 | | 30' x 30' |
| Basketball | 42.8 footcandles | 30 footcandles | 3.0:1.0 | | 10' x 10' |
| Playground | 21.4 footcandles | 15 footcandles | 10.0:1.0 | | 20' x 20' |

- C. Revised Electrical Distribution: Manufacturer shall provide revised electrical distribution plans to include changes to service entrance, panel, and wire sizing.

PART 2 – PRODUCT

2.1 LIGHTING SYSTEM CONSTRUCTION

- A. System Description: Lighting system shall consist of the following:
1. Galvanized crossarm assembly for attachment to existing concrete structures.
 2. All luminaires shall be constructed with a die-cast aluminum housing or external hail shroud to protect the luminaire reflector system.

3. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum or stainless steel enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
 4. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 5. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum or stainless steel. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided.
- B. **Manufacturing Requirements:** All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.
- C. **Durability:** All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. Pole mounting hardware to attach crossarms shall be hot-dip galvanized per ASTM 153. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, conduit or electrical components enclosure. Note: All hot dip galvanized steel components must have a minimum thickness of 4 mils, and shall be tested and verified in the field.
6. **Lightning Protection:** All structures shall be equipped with lightning protection meeting NFPA 780 standards. Contractor shall verify compliance or supply and install a ground rod of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Ground rod should be connected to the structure by a copper main down conductor with a minimum size of #2 for poles with less than 75' mounting height and 2/0 for poles with more than 75' mounting height. Each ballast enclosure and contactor cabinet to include appropriate surge protection.
- B. **Safety:** All system components shall be UL Listed for the appropriate application.
- C. **Electric Power Requirements for the Sports Lighting Equipment:**
1. Electric power: To be verified per site.
 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

PART 3 – EXECUTION

3.1 FIELD QUALITY CONTROL

- A. **Illumination Measurements:** Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.
- B. **Correcting Non-Conformance:** If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:
1. Manufacturer shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer

Control System and Illumination Summary Attached at the end of Package following page 41

BUSINESS NAME: Imperial Electrical Inc

STREET ADDRESS: 11821 NW 11 ST

CITY/STATE/ZIP: Plantation, FL 33323

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Michael Terango

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE: Pres

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

DATE SUBMITTED: 6-1-11 TELEPHONE: 954-325-2133

SUBMITTAL INFORMATION

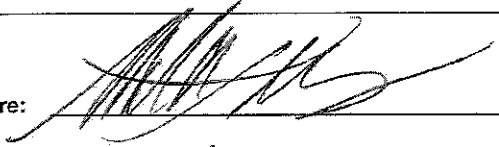
Design Submittal Data Checklist and Certification

*All items listed below are mandatory, shall comply with the specification and be submitted with bid.
ALL Alternate Manufacturer submittals shall provide required information 10 days prior to bid.*

| Included | Tab | Item | Description |
|----------|-----|-----------------------------|--|
| ✓ | A | Letter/ Checklist | Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included. |
| ✓ | B | On Field Lighting Design | Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by, and other pertinent data b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), or homeplate for baseball/softball fields. Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics d. Height of meter above field surface e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaires, total kilowatts, average tilt factor, light loss factor. f. If bidding constant light, refer to Section 1.2, A, 2 of this specification. g. Alternate manufacturers shall provide both initial and maintained light scans using a maximum 0.70 Light Loss Factor to calculate maintained values. |
| ✓ | C | Off Field Lighting Design | Lighting design drawing showing initial horizontal spill light levels along the boundary line (100 Ft) in footcandles. Horizontal levels shall be at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at horizontal per section 1.2, A. |
| ✓ | D | Life Cycle Cost calculation | Document life cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs as called for in Section 1.3, H. All costs should be based on 10 Years. |
| ✓ | E | Luminaire Aiming Summary | Document showing each luminaire's aiming angle and the poles on which the luminaires are mounted. Each aiming point shall identify the type of luminaire. |
| ✓ | F | EECBG Grant Data | Submit documents/data per the requirements of www.eecbg.energy.gov : a. Jobs created and/or retained b. Life Cycle Cost Savings Analysis detailing energy kW reduction c. Carbon dioxide (CO2) emission reduction d. Signed statement from company officer stating manufacturer meets "Buy American" provision of the ARRA. |
| ✓ | G | Control and Monitoring | Manufacturer shall provide written definition and schematics for automated control system to include monitoring. They will also provide examples of system reporting and access for numbers for personal contact to operate the system. |
| ✓ | H | Performance Guarantee | Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed per specification for 10 years. |
| ✓ | I | Warranty | Provide written warranty information including all terms and conditions. |
| ✓ | J | Project References | Manufacturer to provide a list of project references of similar products completed within the past three years. Reference Section 1.2, A, 2, a. |
| ✓ | K | Product Information | Complete set of product brochures for all components, including a complete parts list and UL Listings. |
| | L | Non-Compliance | Manufacturer shall list all items that do not comply with the specifications. |
| ✓ | M | Compliance | Manufacturer shall sign off that all requirements of the specifications have been met at that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in item N – Non-Compliance |
| ✓ | N | Delivery | Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information, per Section 1.6, A. |

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

Manufacturer: Musco

Signature: 

Contact Name: Lewis Gilbert

Date: 5.31.11

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

Exhibit I.A

Granting Agency Requirements

Funded by the US Department of Energy Energy Efficiency and Conservation Block Grant Program

It is the intent of the City, whenever feasible, to use this agreement for the design, planning and/or execution of projects funded by City, and/or public and/or private granting agencies. The purchase of all goods and services that are funded through Federal and/or State Grant Appropriations shall be subject to the compliance and reporting requirements of the Federal/State Granting Agency.

1. *Debarment and Suspension (E.O.s 12549 and 12689)*— Contract awards that exceed the small purchase threshold and certain other contract awards shall not be made to parties listed on the nonprocurement portion of the General Services Administration's List of parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals. Vendors submitting proposals for this purchase must attest that they, and their subcontractors and partners, are not excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. Contractors debarment and suspension status will be validated at the Federal Excluded Parties List System at: <https://www.epls.gov/> and the State of Florida at http://dms.myflorida.com/business_operations/state_purchasing/vendor_information.
2. American Recovery and Reinvestment Act of 2009 (ARRA) Special Terms and Conditions: The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases (<http://www.recovery.gov/?q=content/act>)
 - A. Registration: Section 1512 provides that first tier Contractors of ARRA funds must register with Central Contractor Registration database (CCR). CCR registration can be completed at <http://www.ccr.gov>. CCR registration must be completed before to issuance of a Notice to Proceed. Registration must be obtained during the life of the grant funded contract.
 - B. Reporting: Federal reporting on projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA), requires vendors to report their Dun and Bradstreet number (DUNS). Vendors who do not know their DUNS number may receive more information through www.dnb.com and select "D & B D-U-N-S Number." A DUNS number request takes approximately 30 days to receive and there is no cost. Vendors will need this number if they are awarded a project with ARRA funds by the City prior to issuance of a Notice to Proceed. This number must be maintained through the life of the grant funded contract. Depending on the contract amount and annual gross revenues in Federal awards, vendors may also need to report the names and compensation of the five most highly compensated officers of the company. A DUNS number is one of the requirements for registration in the Central Contractor Registration. In addition, the vendor shall provide any

required data such as but not limited to number of jobs created to adhere to the reporting requirements of ARRA funding by the deadlines the City establishes.

3. **Buy American:** Section 1605(a) of the Recovery Act directs that, subject to certain exceptions, no funds appropriated or otherwise made available for a project may be used for the purchase of equipment and products, construction, alteration or repair of a public building or public work unless all the iron, steel and manufactured goods used are produced in the United States. The law covers Recovery Act-funded federal contracts as well as Recovery Act-funded state and local public works projects.
4. **Contracting with small and minority firms, women's business enterprise and labor surplus area firms.** (1) The vendor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. (2) Affirmative steps shall include: (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
5. **Equal Employment Opportunity** —All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
6. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** —All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
7. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** — Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. Prevailing wages are available at the US Department of Labor's site <http://www.gpo.gov/davisbacon/ fl/html>.

Current prevailing wage rates as of 3/4/2011 at: <http://www.wdol.gov/wdol/scafiles/davisbacon/FL162.dvb>

General Decision Number: FL100162 10/29/2010 FL162

Superseded General Decision Number: FL20080162

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 03/12/2010 |
| 1 | 03/19/2010 |
| 2 | 03/26/2010 |
| 3 | 10/29/2010 |

ELEC0349-003 08/31/2009

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN | | |
| Electrical contracts including materials that are over \$2,000,000..... | \$ 29.61 | 8.71 |
| Electrical contracts including materials that are under \$2,000,000..... | \$ 27.15 | 8.44 |

ENGI0487-004 01/01/2010

| | Rates | Fringes |
|---|----------|---------|
| OPERATOR: Crane | | |
| All Cranes Over 15 Ton Capacity..... | \$ 28.05 | 8.75 |
| Yard Crane, Hydraulic Crane, Capacity 15 Ton and Under..... | \$ 21.00 | 8.75 |

IRON0272-004 10/01/2006

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER, REINFORCING AND STRUCTURAL..... | \$ 26.70 | 6.43 |

* PAIN0365-004 08/01/2010

| | Rates | Fringes |
|--------------------------|----------|---------|
| PAINTER: Brush Only..... | \$ 16.00 | 6.20 |

SFFL0821-001 01/01/2010

| | Rates | Fringes |
|---|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 26.80 | 14.30 |

SHEE0032-003 01/01/2009

| | Rates | Fringes |
|---|----------|---------|
| SHEETMETAL WORKER (HVAC Duct Installation Only)..... | \$ 24.42 | 11.36 |

SUFL2009-059 05/22/2009

| | Rates | Fringes |
|--|----------|---------|
| CARPENTER..... | \$ 15.08 | 5.07 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 12.45 | 0.00 |
| FENCE ERECTOR..... | \$ 9.94 | 0.00 |
| LABORER: Common or General..... | \$ 8.62 | 0.00 |
| LABORER: Pipelayer..... | \$ 10.45 | 0.00 |
| OPERATOR: Backhoe/Excavator..... | \$ 16.98 | 0.00 |
| OPERATOR: Paver..... | \$ 9.58 | 0.00 |
| OPERATOR: Pump..... | \$ 11.00 | 0.00 |
| PAINTER: Roller and Spray Only..... | \$ 11.21 | 0.00 |
| PLUMBER..... | \$ 12.27 | 3.33 |
| ROOFER: Built Up, Composition, Hot Tar and Single Ply..... | \$ 14.33 | 0.00 |
| SHEETMETAL WORKER (Excluding HVAC Duct Installation)..... | \$ 14.41 | 3.61 |
| TRUCK DRIVER: Dump and 10 Yard Haul Away..... | \$ 8.00 | 0.15 |

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the
classifications listed may be added after award only as
provided in the labor
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
listed under the
identifier do not reflect collectively bargained wage and
fringe benefit
rates. Other designations indicate unions whose rates have
been determined
to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

8. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)* —Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. *Rights to Inventions Made Under a Contract or Agreement* —Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
10. *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended* —Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* — Contractors who apply or bid for an award of \$100,000 or more 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.
12. *Access to Records* - With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized -- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant;

and (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

13. *Protecting State and Local Government and Contractor Whistleblowers.* - The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to: Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of: - gross management of an agency contract or grant relating to covered funds; - a gross waste of covered funds; - a substantial and specific danger to public health or safety related to the implementation or use of covered funds; - an abuse of authority related to the implementation or use of covered funds; or - as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds. Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions: - Order the employer to take affirmative action to abate the reprisal. - Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken. - Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction. Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section. Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

Exhibit I.B

Granting Agency Forms

GRANTING AGENCY FORMS DISCLOSURE OF DUNS AND CCR NUMBERS

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

The Contractor shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection such as the number of jobs created, and resources as specified in Act itself and as discussed below.

Registration

Section 1512 provides that first tier Contractors of ARRA funds must register with Central Contractor Registration database (CCR). CCR registration can be completed at <http://www.ccr.gov>. CCR registration must be completed before the first quarterly Section 1512 report is due.

Federal reporting on projects funded by the Recovery Act, will require contractors and subcontractors to report their DUNS number. The DUNS number is issued by Dun and Bradstreet. If you do not know your DUNS number, visit www.dnb.com and click on "D & B D-U-N-S Number" to obtain a number.

Compliance with American Recovery and Reinvestment Act of 2009:

This project is subject to the criteria and conditions of the Recovery Act of 2009 and shall satisfy the federal reporting requirements for the project(s), through monthly reports, for both the contractor and subcontractors. The Contractor shall provide the required information on form(s) provided by the City in the timeframe indicated in the instructions and shall further include these reporting requirements in all subcontracts.

Authority of the Comptroller General:

Section 902 of the ARRA of 2009 provides the U.S. Comptroller General and his representatives the authority: (1) to examine any records of the Contractor or any of its subcontractors, or any State or Local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or Local government agency administering the Contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

PROVIDE THE FOLLOWING FOR ARRA 1512 REPORTING:

| | NAME | DUNS # | CCR # |
|--------|-------------------------|-----------|--------|
| Prime | Imperial Electrical Inc | 106752467 | 354 F2 |
| Sub #1 | | | |
| Sub #2 | | | |
| Sub #3 | | | |
| Sub #4 | | | |
| Sub #5 | | | |

Granting Agency Forms: Declaration of Debarment

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

BID SUBMITTAL

Key West Retrofit Bid SUBMITTAL Lighting Project Key West, FL

The Bidder further Proposer to accept as full payment for the work Proposer herein the amounts computed under the Provisions of the Contract Documents and based on the following unit Price amounts, it being expressly understood that the unit Prices are independent of the exact quantities involved. The Bidder agrees that the unit Prices represent a 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. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern. Unit price line items may be deleted, reduced or increased as needed by the City. The City reserves the right to modify phase scheduling as required.

The undersigned bidder, in compliance with your request for bids for the lighting equipment at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to furnish the lighting equipment material as described in the specifications. These prices are for all labor and materials and are to cover the specified equipment and delivery charges. The contract for bid item "A" will be based on the bid item "C" (The total cost of bid item A and bid item B).

| A. Contract Prices: | Unit Price Figure | Unit Price Words |
|---|--------------------------------|---|
| Clayton Sterling Complex | \$ <u>237,374⁰⁰</u> | Two Hundred Thirty Seven Thousand ^{Seventy Four} |
| Dewitt Roberts Softball | \$ <u>83,139⁰⁰</u> | Eighty Three Thousand One Hundred Thirty Nine |
| George Mira Football | \$ <u>68,851⁰⁰</u> | Sixty Eight Thousand Eight Hundred Fifty One |
| Rosa Hernandez Softball | \$ <u>55,792⁰⁰</u> | Fifty Five Thousand Seven Hundred Ninety Two |
| Pepe Hernandez Softball | \$ <u>141,092⁰⁰</u> | One Hundred Forty one Thousand Ninety Two |
| Nelson English Park | \$ <u>102,706⁰⁰</u> | One Hundred Two Thousand Seven Hundred Six |
| Permit | \$ <u>17,223⁰⁰</u> | Seventeen Thousand Two Hundred Twenty Three |
| Disposal | \$ <u>1,500⁰⁰</u> | Fifteen Hundred |
| B. 10-Year Life Cycle Operating Cost Total: (From Section 1.3, Item H) | \$ <u>283,084⁰⁰</u> | Two Hundred Eighty Three Thousand Eighty Four |

| | | |
|--|--------------------------------|--|
| C. Total Project Cost: (Add Bid item "A" and "B") | \$ <u>990,761⁰⁰</u> | Nine Hundred Ninety Thousand Seven Hundred Sixty One |
| | | Total Price in Words |

PRICE FOB KEY WEST, FLORIDA
PAYMENT TERMS: 45 days after delivery
DELIVERY 150 DAYS ARO

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this bid on behalf of the business identified below:

The bidder, in accordance with City of Key West Purchasing Policy, (known as "Debarment and Suspension") shall sign the appropriate declaration under this exhibit. In doing so, the undersigned hereby declares that:

Imperial Electrical Inc
Name of Business

1. They are a prospective contractor, vendor, affiliate, or otherwise interested or affected party as defined under City of Key West Purchasing Policy.
2. They are not nor have not been debarred or suspended by any public entity within the last five (5) years of the date of this submission.
3. Signature of this declaration constitutes a material representation of fact upon which reliance was placed when this submission was entered and evaluated. Further, should it subsequently be determined that the signatory knowingly or unknowingly rendered an erroneous declaration; the City shall reserve the right to reject the bid offer associated with this declaration and/or suspend/debar the bidder/signatory.
4. They shall provide immediate written notice to the person to whom this proposal is submitted if at any time they learn that its declaration was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Should the proposed agreement be entered into, they shall not knowingly enter into any subcontract or supplier agreement with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this agreement, unless otherwise authorized by the City of Key West Finance Director.

The bidder shall sign the appropriate declaration below and comply with any accompanying requirements set forth therein:

- (A) I hereby declare that my firm nor its principals is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any public agency.

Michael A Terano Pres
Name(s) and Title(s) of Authorized Representative(s)
Imperial Electrical Inc
a) Name of Business
[Signature]
Authorized Signature(s)
Date 5-3-11

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

- (B) I am unable to declare that my firm is in compliance with one or more statements contained within this declaration and I shall attach an explanation for determination by the City of Key West Finance Director.

Name(s) and Title(s) of Authorized Representative(s)

b) Name of Business

Authorized Signature(s)

Date

Buy American Certification

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.*

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: As Determined by waivers

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

| FOREIGN AND DOMESTIC ITEMS COST COMPARISON | | | |
|--|-----------------|----------|-----------------|
| Description | Unit of Measure | Quantity | Cost (Dollars)* |
| Item 1: | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | | | |
| | | | |
| Item 2: | | | |
| Foreign steel, iron, or manufactured good | | | |
| Domestic steel, iron or | | | |

| | | | |
|-------------------|--|--|--|
| manufactured good | | | |
|-------------------|--|--|--|

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

Section 1605 of the American Recovery and Reinvestment Act states that:

"None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."

To meet this requirement, the undersigned hereby certifies that all of the material, equipment and accessories which are to be incorporated into the 10-5561 ARRA Green Lighting for Eagle Lakes to be funded by monies from the American Recovery and Reinvestment Act, has been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D) and that information will be provided as requested throughout the life of the contract.

Imperial Electrical Inc
Name of Contractor

5-31-11
Date


Signature of Authorized Official

Pres
Title

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

ATTACHMENT: D

SWORN STATEMENT UNDER SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PROJECT ITB# 11-015 RETROFIT LOCAL PARK BALL FIELD LIGHTING

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

1. This sworn statement is submitted with Proposal, Proposal or Contract No. 11-015
for Retrofit Local Park Ball Field Lighting

2. This sworn statement is submitted by Imperial Electrical Inc

(Name of entity submitting sworn statement)

whose business address is 11821 NW 11 St
Plantation FL 33323 and (if applicable) its Federal
Employer Identification Number (FEIN) is 01-0635999 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

3. My name is and my relationship to
(Please print name of individual signing)

Michael Terango

the entity named above is .

Pres

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 Proposal or contract for goods or services to be provided to any public entity 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.

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB# 11-015 RETROFIT LOCAL PARK BALL FIELD LIGHTING

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

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

31 day of May, 2011.

C. L. Leathers

NOTARY PUBLIC, State of Florida, and large

My Commission Expires: _____



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 of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime: or

2. 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a 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.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

(Signature)



IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

(Date)

5-31-11

STATE OF

Florida

COUNTY OF

Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michael Teranga

who, after first being sworn by me, affixed his/her signature in the

(Name of individual signing)

space provided above on this day of May 31, 2011.

My commission expires: _____

NOTARY PUBLIC

Caryl Leathers



ATTACHMENT: E

FORM 575-060-13
RIGHT OF WAY - 06/01

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, Michael A Terango, hereby
declare that I am Pres of Imperial Electrical Inc
of Plantation, Florida
(TITLE) (NAME) (FIRM)
(CITY AND STATE)
and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid
on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining proposer responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR:

(Seal)

BY:

Michael Teranzo
NAME AND TITLE PRINTED

BY:

[Signature]
SIGNATURE

WITNESS:

[Signature]
WITNESS:

Executed on this

31

day of

May

2011

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**IMPERIAL ELECTRICAL INC
11821 NW 11 STREET
PLANTATION, FL 33323**

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

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

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

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

Business Name _____

Phone: _____

Current Local Address: _____

Fax: _____

(P.O Box numbers may not be used to establish status)

Length of time at this address _____

Signature of Authorized Representative _____

Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____,
of _____

(Name of officer or agent, title of officer or agent
acknowledging)

Name of corporation

or has produced _____ as identification
(type of identification)

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

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank



**ADDENDUM 1:
ITB #11-015 RETROFIT LOCAL PARK BALL FIELD LIGHTING**

To all general contract bidders of record on the Work titled:

**RETROFIT LOCAL PARK BALL FIELD LIGHTING
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 11-015 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Q. Contractor: Are the start dates realistic because most of the fixtures come from overseas?

A. City: The start dates provided to the vendors are the desired dates. The City will consider adjusting dates on a case by case basis for supply lead times.

Q. Contractor: Is the City taking the lights down? How many lights are they keeping and what does the contractor do with the rest of them.

A. City: Correct, the City along with Keys Energy will handle the demolition. The city as per the bid specifications will retain 50 lights and 20 crossarms. The remainder of the equipment would require disposal by the contractor. Please prepare a separate line item cost for the disposal of the old lighting and crossarms as an option to the city. The city will be responsible for the disposal of all removed wooden poles. More demolition detail includes: Keys Energy will get the lights and take down to the ground and on other sites wood poles we will demo and remove. Locations that Concrete poles to stay --- KEYS Energy(utility) will remove light fixtures and associated crossarms. Locations that entire wood poles are to be removed, --- KEYS will remove all lights, wire, poles, contactors, switches and the entire pole

Q. Contractor: Will the utilities company put concrete poles back?

A. City: No. Poles are part of the bid. Please include new **concrete poles** and their installation for the two locations (Pepe Hernandez Softball field and Nelson English Park) where the old wooden poles will be removed by the utility company. The remainder of the concrete poles will be reused.

Q. Contractor: How about replacing conduits? I see repairs that need to be made.

A. City: We will be doing infrastructure to the J box on the poles. (Everything from the contactor to the J box will be done in house) contractors will take it from the J box on to the pole fixture.

Q. Contractor: Are all of the cabinets staying?

A. City: No. We require new cabinets.

Q. Contractors: When swapping out light fixtures, will the fields be able to go without lights for a couple of days?

A. City: Yes, we will be working around seasons so it should not be a problem and as a precaution to work we will be marking all sprinklers heads.

Q. Contractor: What about permitting?

A. City: Permitting will be included in your bids.

Q. Contractor: Can we get an exact number of lights at all the fields, Keys Energy consumption specification?

A. City: The exact number of lights and locations at all fields starts on page 42 of the original bid specifications. It is a part of the control system and illumination summary.

Q. Contractor: Is it the contractor responsibility from the pole up?

A. City and Keys Energy: Regarding Pepe Hernandez: Contractor was referring to each pole to the lightening circuit. I'm thinking from a utility standpoint on the high voltage to get power to your main distribution center. At that point we will work with you to give you the service point location. Contractors in place will stay. On service point location KES will work with you and provide a service point. To get there with a new pad mount or a new aerial transformer that will be utility responsibility.

Q. Contractor: Are the already existing poles working?

A. City and Keys Energy: Pepe Hernandez field is an old system its transformer is up on a pole. The service point is really to provide power. We're going to put another distribution electrical pole underground on a pad mount or with an aerial transformer on a new pole. The old wooden poles will be coming down.

Q. Contractor: Where is the pad mount transformer location at Pepe Hernandez?

A. City and Keys Energy: 483 Phase location and voltage and where utilities will stop and establish a service point. KE will be demo'ing all facilities taking down and establishing a service point.

Q. Contractor: Do you mind losing 4-5 ft of field, and who will replace padding?

A. City: We have no choice about losing a part of the field in order to accomplish the lighting standard. The City will take care of the padding as necessary. Utility might work with City to move conductors so they will not have to lose footage on the field.

Q. Contractor: Concrete post or kendoor 314 stainless?

A. City and Keys Energy: Concrete post with 350, or 375 voltage, underground to main pole and keep equipment in a general area and use a controlled circuit to cut the lights off and on in BVP such as the clubhouse.

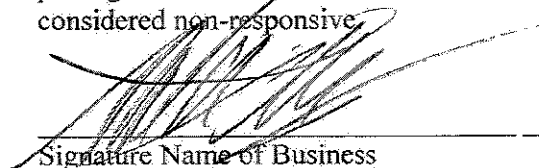
Q. Contractor: At Nelson English, does the court require lights?

A. City and Keys Energy: Basketball courts need to be lit.

Q. Contractor: Are we replacing the batting cage lightening on the high tension poles
A. City and Keys Energy: A lighting solution is necessary.

END OF ADDENDUM No. 1

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature Name of Business

**IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323**



**ADDENDUM 2:
ITB #11-015 RETROFIT LOCAL PARK BALL FIELD LIGHTING**

To all general contract bidders of record on the Work titled:

**RETROFIT LOCAL PARK BALL FIELD LIGHTING
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 11-015 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:



Figure 1 Pepe Hernandez Softball Field, Virginia Street



Figure 2 Nelson English Park, Catherine Street

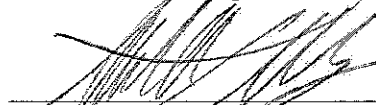


Electrical service points on the 2 locations

- The voltage will be 3 phase 277/480 Y
- Contractor to install riser up pole to KEYS Transformers. Approx height is 25' to be determined at a later date with utility

END OF ADDENDUM No. 2

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature Name of Business

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323



THE CITY OF KEY WEST

Post Office Box 1459 Key West, FL 33441-1459 (305) 856-1700

Ballfield Lightening Pre-bid Conference May 11, 2011

| Name | Phone | Email address |
|-------------------------------|------------------|--|
| JOSE ECHECERRA | | |
| 1. CAUSECO ELECTRICAL, INC. | 305 265 - 9909 | RAMON J E CAUSECO@causcoelectrical.com |
| LAUGHN COLLINS | | |
| 2. DAVID ELECTRIC | 561-732-2434 | VCOLLINS@DAVIDELECTRIC.COM |
| KIM HANG | | |
| 3. Imperial Elec | 954-325-2133 | M.TERRANO@AOL.COM |
| Chuck Floy & | | |
| 4. Electrical Contracting Svc | 305 556 0041 | ECS INC25@aol.com |
| BOB AINSBROOK | | |
| 5. PEDRO FACON ELECTRIC | 305 872 2201 | bob@bsbrook.com |
| 6. MATTHEW A. FORD | 305 - 266 - 1855 | matthew.a.ford@keywest.com |
| 7. Dale Finlayson | 305 295 1042 | Dale.Finlayson@keywest.com |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |

Write in the parentheses — record your temperature 77 ° Fahrenheit.

Q9.: The City of Key West Building Department informed us the permit fee is 2.5% of the contract price. Please confirm the contractor is to include this cost in our bid. Should the permitting fees and disposal fees be incorporated into the cost of materials?

A9.: The Cost must be listed by the contractor in the bid. Please list the permitting fees and disposal fees as separate line items exclusive of the parks line items. This breakdown can further be listed in the schedule of values (SOV).

Q10.: A bid bond of 5% is required, could you please advise us what would be the liquidated damages per day for this bid?

A10.: \$250 per day

Q11.: What would be the Estimated Budget Price?

A11.: Grant amount is \$744,790.

Q12.: What is the estimated Calendar days for Project Completion?

A12.: 150 days from Notice to Proceed issuance.

Q13.: In order to achieve the remote switching and monitoring of the lights asked for in the specifications an updated contactor cabinet will have to be installed. Please confirm the selected contractor will be performing this work.

A13.: Yes, the contractor will be installing any equipment on the poles or in the electrical rooms such as updated contactor cabinets, the city will be responsible for conduit and wiring to the poles.

Q14.: Contractor: How about replacing conduits? I see repairs that need to be made.

A14.: City: We will be doing infrastructure to the j-box on poles. (Everything from the contactor to the J-box will be done in house) contractors will take it from the J-box on to the pole.

Q15.: Please confirm the contractor has no work in any existing electrical rooms or conduit/wire runs to pole location except Pepe Hernandez and Nelson English fields.

A15.: The contractor will have work in the electrical rooms. The grant calls for energy monitoring equipment at every location. This will be installed at existing electrical rooms and installed in new cabinets at the facilities that do not have services.

Q16.: Contractor: Is it the contractor responsibility from the pole up?

City and Keys Energy: Regarding Pepe Hernandez: Contractor was referring to each pole to the lighting circuit. I'm thinking from a utility standpoint on the high voltage to get power to your main distribution center. At that point we will work with you to give you the service point location. Contactors in place will stay. On service point location KES will work with you and provide service point. To get there with a new pad mount or a new aerial transformer that will be utility responsibility.

I do not fully understand this answer. For Pepe Hernandez field I do understand KES will furnish transformer whether pad mount or aerial. The location needs to be determined for bid purpose. Copper is at an all-time high. It states contactors will stay. This means contractor comes from new transformer location and sets a distribution panel large enough to carry the new lighting load. From the new distribution panel the contractor will have to get pipe / wire lighting circuits to contactor location and from contactor location out to new pole locations. Please confirm this scope of work for Pepe Hernandez field in addition to installing new poles and lights. (It may be easier to relocate contactors than pipe to existing location)

A16.: The problem with Pepe is that all wiring is run overhead. If we want to upgrade to new underground wire and conduit it will be the city's responsibility.

Q17. Contractor: Where is the pad mount transformer?

City and Keys Energy: 483 Phase location and voltage and where utilities will stop and establish a service point. KE will be demo'ing all facilities taking down and establishing a service point.

I do not understand this answer. I believe all contractors agreed 277/480 volt secondary transformer was best. Please confirm. The service point (transformer) location needs to be provided for bid purpose. Please provide location and pad mount or aerial.

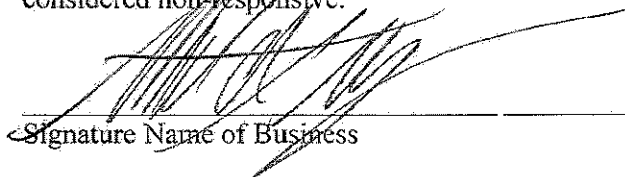
For Nelson English field, the service point location (transformer) needs to be provided. This was spotted at walk through. Please provide location on site plan. For the scope of work, the contractor will come from service point location (transformer secondary) to new distribution panel large enough to carry new light load. It is not practical to pipe to existing contactors in bldg. and new contactor(s) should be furnished. Pipe / wire lighting circuits from new distribution panel to contactors and from contactors to new light pole locations. Install poles and lights.

Please confirm.

A17.: See Addendum 2. It denotes locations on a map.

END OF ADDENDUM No. 3

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature Name of Business

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323



**ADDENDUM 3:
ITB #11-015 RETROFIT LOCAL PARK BALL FIELD LIGHTING**

To all general contract bidders of record on the Work titled:

**RETROFIT LOCAL PARK BALL FIELD LIGHTING
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 11-015 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby added in accordance with the following items as fully as completely as if the same were fully set forth therein:

Q1.: Is a bid bond required?

A.1.: **Yes, Bid Bond in the amount of 5% of the maximum bid, payable to the City of Key West, as evidence of good faith and guaranteeing that the successful bidder will execute and furnish to the City of Key West a good and sufficient performance bond as required by Florida Statute Section 1013.47 in the penal sum of 100% of the escalated amount of the contract guaranteeing the performance of said contract. (Page 8 of Bid Package)**

Q2.: Will a payment and performance bond be required?

A2.: **Yes for the grant amount of \$744,790.**

Q3.: Who will be installing the new Musco contactor cabinets?

A3.: **The contractor will be installing any equipment on the poles or in the electrical rooms, the city will be responsible for conduit and wiring to the poles.**

Q4.: It is my understanding that all underground conduit and wiring will be done by the City at all parks? (Contractors are to work on poles only)

A4.: **Correct.**

Q5.: Who will be building the 2 new electrical services at Nelson English and Pepe Hernandez. (Panels, meter can, etc.)

A5.: **Keys energy and the city.**

Q6.: Addendum 2 says to install a riser at the 2 new service points located. Are we to install empty conduit and from the base of the pole up or to a hand hole in the ground? (conduit size, wire size)

A6. **The city will be bringing power to the bottom of the cabinet and making final terminations.**

Q7.: Will the City be making the final connections at the base of each pole?

A7.: **On the new services there will be no j-boxes at the base of the poles. On existing services the city will be installing new boxes and pig tails to the base of the cabinet.**

8. Are the existing j boxes at the base of the poles to be reused and install new from there up?
The j-boxes will be upgraded.

Q8. Can you email the prebid attendance list?

A8.: **Yes. See below.**

RESOLUTION NO. 10-303

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF KEY WEST AND MONROE COUNTY FOR ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT (EECBG), FLORIDA ENERGY COMMISSION OF THE STATE OF FLORIDA GRANT AGREEMENT NO. ARS010; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 09-268 the City Commission adopted a Climate Action Plan and directed the City Manager to apply for grants to fund the plan; and

WHEREAS, the City of Key West, in partnership with the Board of Commissioners of Monroe County, City of Marathon and Islamorada, City of Islands obtained an EECBG grant under the Florida Energy and Climate Commission Grant Agreement No. ARS010, pursuant to the American Recovery and Reinvestment Act in order to implement a comprehensive energy savings project which includes several cross-jurisdictional and individual community energy savings activities; and

WHEREAS, it is necessary for parties under the Grant Agreement to enter into an interlocal agreement to define the contributions of each party under the Grant Agreement;

WHEREAS, with funding through the EECBG grant and in-kind assistance from the City and Keys Energy Services, the City of Key West intends to retrofit lighting in six public parks with energy efficient light fixtures.

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

Section 1: That the attached Interlocal Agreement between
Monroe County and the City Of Key West regarding State of Florida,
Florida Energy Commission Grant Agreement No. ARS010 is 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 19 day of October, 2010.

Authenticated by the presiding officer and Clerk of the
Commission on October 20, 2010.

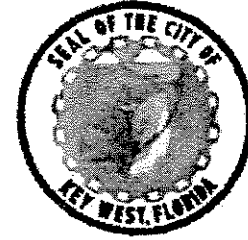
Filed with the Clerk October 20, 2010.


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY



TO: Jim Scholl, City Manager

COPIES: David Fernandez, Assistant City Manager-Operations
Mark Finigan, Assistant City Manager- Administration
Greg Veliz, Director of Community Services

FROM: Rod Delostrinos, Deputy Director Community Services

DATE: September 28, 2010

SUBJECT: Board of Commissioners of Monroe County and the City of Key West Inter-local Agreement.

Action statement:

This resolution authorizes the City of Key West to enter into an inter-local agreement with the Monroe County Board of Commissioners pursuant to the terms outlined in the Energy Efficiency & Conservation Block Grant (EECBG) under the Florida Energy Commission of the State of Florida Grant Agreement No. ARS010.

Background:

On October 20, 2009, the City of Key West City Commission passed Resolution 09-268 which adopted the City of Key West Climate Action Plan of October 1, 2009 and directed the City Manager to apply for all applicable potential grant money, including EPA, DOE and State of Florida, to fund the plan. Under the Climate Action Plan Section 6, reduction of annual greenhouse emissions through the use of renewable energy, conservation, and more efficient power was recommended.

The City of Key West, in partnership with the Board of Commissioners of Monroe County, City of Marathon and Islamorada, Village of Islands, obtained an Energy Efficiency & Conservation Block Grant (EECBG) under the Florida Energy and Climate Commission Grant Agreement No. ARS010 pursuant to the American Recovery and Reinvestment Act in order to implement a comprehensive energy savings project which will include several cross-jurisdictional and individual community energy savings activities.

The City of Key West intends to retrofit lighting in six public parks with new energy efficient light fixtures. The parks include the Clayton Sterling Sports Complex, Dewitt

Roberts Softball Field, Rosa Hernandez Softball Field, George Mira Football Field, Nelson English Park and Pepe Hernandez Park. These parks are located in the City of Key West.

Purpose and Justification:

Retrofitting the lighting in the six public parks with new energy efficient light fixtures will reduce the power requirements from approximately 340 Kilowatts to 238 Kilowatts. The projected savings is 30%.

Financial Impact:

The total project cost of \$842,310 is 100% funded through reimbursement and "in-kind" funding. The breakdown is as followed:

1. \$744,790 is the amount funded by the grant
2. \$97,520 are funds derived from an "in-kind" match by the City of Key West and Keys Energy Services for salaries, fringe benefits, supplies, and equipment.

Recommendation:

Staff recommends approval of the inter-local agreement between Monroe County and the City of Key West.

0R16

**INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND
THE CITY OF KEY WEST FOR JOINT PARTICIPATION IN
GRANT AGREEMENT # ARS010**

THIS INTERLOCAL AGREEMENT is made and entered into this 15th day of December, 2010, by and between the MONROE COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040 ("COUNTY") and the CITY OF KEY WEST, whose address is _____ ("CITY").

WITNESSETH

WHEREAS, the STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR, FLORIDA ENERGY COMMISSION ("COMMISSION") has entered into a Grant Agreement NO. ARS010 ("Grant Agreement") with the COUNTY to provide financial assistance for the Energy Efficiency and Conservation Project in which the COUNTY is the named grantee on the Grant Agreement, and

WHEREAS, the United States Department of Energy (USDOE) awarded funding to the COMMISSION pursuant to USDOE through American Recovery and Reinvestment Act (AARA) Grant Agreement No. DE-E0000241, and

WHEREAS, the COUNTY and the CITY developed a mutual project, which would include mutual participation with various entities to assist both the incorporated and unincorporated areas of the Florida Keys to improve energy conservation for the citizens of Monroe County, and

WHEREAS, the CITY has agreed to participate along with the COUNTY under the Grant Agreement #ARS010, and the CITY has developed certain project tasks for the benefit of its citizens. The CITY agrees to participate, contribute its resources pursuant to the requirements of the Grant Agreement in order to secure funding for the project tasks defined by the CITY.

WHEREAS, The sole purpose of this Interlocal Agreement is to define the contributions of the parties under the Grant Agreement, and

WHEREAS, CITY acknowledges that COUNTY will serve as the grantee/recipient under the Grant Agreement, and

WHEREAS, CITY hereby agrees to abide by the requirements of the Grant Agreement entered into between the COMMISSION and the COUNTY, and

WHEREAS, this Interlocal Agreement is entered into pursuant to the authority provided in Florida Statute 163.01, known as the Florida Interlocal Cooperation Act of 1969, and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and CITY agree as follows:

1. **INCORPORATION BY REFERENCE** - The provisions of that certain document entitled "FLORIDA ENERGY AND CLIMATE COMMISSION GRANT AGREEMENT NO. ARS010" (Grant Agreement) and its attachments is incorporated by reference as

Exhibit A to this Interlocal Agreement and made a part hereof as if fully set forth in the body of the Interlocal Agreement and all laws, rules and regulations relating thereto are also incorporated by reference.

2. PROJECT TASKS – CITY has developed certain project tasks to be funded by the Grant Agreement, and CITY and COUNTY agree that they are to be bound by the Grant Agreement, and CITY is responsible to provide COUNTY all the documentation and/reporting relative to the CITY'S project tasks which are required under the Grant Agreement.
3. TERM - The term of this Agreement begins on the date of execution by both parties and ends no later than April 30, 2012, the date the Grant Agreement ends unless earlier terminated or extended under the provisions of the Grant Agreement.
4. DOCUMENT REVIEW AND COMPLIANCE – CITY agrees to comply with the Grant Agreement and its attachments in its entirety, references in this agreement to specific paragraphs of the Grant Agreement are for convenience only. For purposes of the agreement between COUNTY and CITY any obligations called for under the Grant Agreement to be performed by the grantee related to CITY project tasks will also apply as if fully set out between the CITY and COUNTY.
5. RESPONSIBILITY OF CITY - CITY agrees to perform those project tasks attributable to CITY in the Grant Agreement and to provide the matching funds either in-kind or financial as provided in the Grant Agreement; and to provide to the COUNTY all the required reports, attachments fully completed, invoices or other documentation required by COMMISSION in order for CITY to be approved for reimbursement related to a project task.
6. FUNDS – CITY acknowledges and agrees that funding for its tasks under the Grant Agreement will be provided from the COMMISSION through the COUNTY on a reimbursement rather than an up-front basis; and that COUNTY is not financially responsible to CITY for funds expended by CITY which are not approved by COMMISSION. CITY also acknowledges and agrees that expended funds will be reimbursed as approved by the COMMISSION and related to each individual request for reimbursement submitted to the COUNTY by the CITY. All funds shall be distributed and expended in accordance with the Grant Agreement. CITY agrees that it shall not receive advances of any type from the COUNTY. All reimbursements to CITY are dependent on approval of specific reimbursement requests submitted from the CITY as paid by the COMMISSION.
7. REIMBURSEMENT. All reimbursement requests from CITY shall be submitted to COUNTY, not directly to the COMMISSION.
 - (a) Reimbursement requests shall be submitted to COUNTY and properly documented by CITY as required in the Grant Agreement. All reimbursement requests under this Interlocal Agreement and the Grant Agreement shall be submitted using the Attachment B of the Grant Agreement, Payment Request Summary Form, format in detail sufficient for a proper pre-audit and post-audit thereof. CITY shall submit to

COUNTY a properly completed Attachment B, Payment Request Summary Form, with supporting documentation of allowable costs, including the final reimbursement request, as described in paragraph 4.D. of the Grant Agreement.

- (b) CITY agrees and acknowledges that pursuant to the Grant Agreement at paragraph 4.C., ten percent (10%) of each approved reimbursement request shall be retained by the COMMISSION pending the compliance with Section 8 of the Grant Agreement, and that this amount will not be distributed to CITY prior to being received by COUNTY.
 - (c) If a Request for Reimbursement from CITY does not comply with the Grant Agreement requirements under the Grant Agreement the COUNTY will confer with CITY to identify what the COMMISSION requires in order for the CITY to be able to comply and receive reimbursement. It is the responsibility of the CITY to provide the necessary documentation or other requirements.
 - (d) Upon distribution of funds from the COMMISSION to the COUNTY, the COUNTY shall distribute the reimbursement received from the COMMISSION to the CITY for items related to the individual reimbursement request being paid by the COMMISSION.
 - (e) All reimbursements under the Grant Agreement shall be in compliance with the laws, rules, and regulations applicable to the expenditure of State and Federal funds. The State of Florida guidelines for allowable costs include, but not limited, to the Florida Department of Financial Services' Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. Federal program guidelines for allowable costs and related topics are listed in Attachment E of the Grant Agreement, Federal Regulations and Attachment F of the Grant Agreement, Federal Funding Grantee, Sub-grantee and Contractor Provisions. The CITY shall provide to COUNTY a detailed listing of expenditures made under the Grant Agreement as support for the Payment Request Summary Form. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, check or voucher number, amount paid and vendor name.
 - (f) In addition, to the requirements contained in paragraphs 4.C. & D of the Grant Agreement, the COMMISSION may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Grant Agreement pursuant to State of Florida guidelines. When requested by the COMMISSION related to a transaction performed by the CITY, the CITY shall provide the required information to COUNTY within 20 calendar days of such request, so that COUNTY can comply with the Grant Agreement and provide this information to the COMMISSION within 30 calendar days of receipt of such request pursuant to paragraph 4.E. of the Grant Agreement.
8. REPORTING – The Grant Agreement requires various reports, including but not limited to Monthly Progress Reports, Annual Reports, and Final Reports. CITY shall complete

reports, provide documents or information as requested by COUNTY in the manner described in the Grant Agreement for the project tasks under it's control and for it's benefit. CITY recognizes that failure to comply with the reporting jeopardizes funding for the entire grant for CITY, COUNTY and for other cities. CITY agrees to complete Monthly Reports in a timely manner and to provide the reports, documents or information documents or information to COUNTY at least 48 hours before the Monthly report is due from the COUNTY to the COMMISSION, at least 5 calendar days before the Annual documents or information report is due from the COUNTY to the COMMISSION, and at least 5 calendar days before the Final Report is due from the COUNTY to the COMMISSION.

9. COMPLIANCE MONITORING – CITY agrees to cooperate with the COUNTY and to participate in any compliance monitoring which may be required pursuant to the Grant Agreement, including but not limited to the requirements of paragraph 10 of the Grant Agreement. CITY further agrees to provide to the COUNTY the documentation required by the COMMISSION related to CITY'S project tasks due to compliance monitoring.
10. TERMINATION – If the COMMISSION terminates the Grant Agreement this Interlocal Agreement will automatically be terminated; termination by COMMISSION is set out in the Grant Agreement, including but not limited to, paragraphs 10C, 11, 12, 13, 14, and 15. Termination may also occur by mutual agreement of the parties.
11. NOTICES - Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY
County Administrator
1100 Simonton Street
Key West, Florida 33040

FOR CITY
City Manager
Jim Scholl
Key West, Florida 33040

AND

Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

12. UNAVAILABILITY OF FUNDS - If the COUNTY learns that funding cannot be obtained under the Grant Agreement or cannot be continued at a level sufficient to allow for the services specified herein, this Interlocal Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the CITY at its address specified above. The parties acknowledge that the COUNTY has no funding without the funding by the COMMISSION and agree

that the COUNTY has no liability for funds expended by the CITY that were not covered for any reason by the COMMISSION.

13. PERFORMANCE AND OBLIGATION – The COUNTY’S performance and obligation to pay under this Interlocal Agreement is contingent upon an annual appropriation by the Board of County Commissioners and upon the COMMISSION’S performance and obligation to pay under the Grant Agreement which is contingent upon annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the COMMISSION’S obligations under the Grant Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization and/or rescission of federal funding, the total funding will be reduced accordingly. The COMMISSION, in accordance with direction from the Governor and/or the Florida Legislature, shall be the final determiner of the availability of any funds.
14. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Interlocal Agreement, the CITY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this agreement.
15. MAINTENANCE OF BOOKS AND RECORDS - CITY agrees to maintain books, records, and documents directly pertinent to performance under the Grant Agreement and this Interlocal Agreement in the same manner as set out in paragraph 17 of the Grant Agreement. CITY agrees to provide the books, records and documents to the COUNTY in order for the COUNTY to comply with the Grant Agreement.
16. SUBCONTRACTING – Parties may hire contractors to achieve the individual project tasks applicable to their jurisdiction under the Grant Agreement. CITY agrees to comply with, and to include in subcontracts, all the applicable federal, state, and local health and safety rules and regulations required in the Grant Agreement or this Interlocal Agreement.
17. FLORIDA STATUTE SECTION 768.28 – Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
18. DISPUTES - COUNTY and CITY agree that they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the parties. The parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them. In the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Interlocal Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and court costs, as an award against the non-prevailing party, and shall include attorney’s fees and courts costs in appellate proceedings, as an award against the non-prevailing

party. Mediation proceedings initiated and conducted pursuant to this Interlocal Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

19. AMENDMENT AND ASSIGNMENT - No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Interlocal Agreement, unless executed with the same formality as this document with approval of the COMMISSION. This Interlocal Agreement or duties under the Grant Agreement shall not be assignable by either party unless such assignment is first approved by the COMMISSION.
20. SEVERABILITY - If any term, covenant, condition or provision of this Interlocal Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. COUNTY and CITY agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
21. INDEPENDENT CONTRACTORS, WORKERS COMPENSATION -
 - (a) CITY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractors and not agents or employees of the COUNTY or the COMMISSION with respect to all of the acts and services performed by and under the terms of this agreement. COUNTY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractors and not agents or employees of the CITY or the COMMISSION with respect to all of the acts and services performed by and under the terms of this Interlocal Agreement.
 - (b) CITY will be self-insured against or will secure and maintain during the life of this agreement, Workers Compensation for all of its employees connected with the work of this agreement. CITY shall require their subcontractors similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CITY. Such coverage shall comply fully with Florida's Worker's Compensation Law. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
22. WAIVER OF PROVISIONS - The failure of either party to this Interlocal Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. PROCESS FOR APPROVAL - This Interlocal Agreement shall be approved by the CITY initially and after approval by the CITY shall be presented to the Board of County Commissioners for approval of the COUNTY. The Interlocal Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
24. AUTHORITY - Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary governmental action, as required by law.
25. ENTIRE AGREEMENT -
- (a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Interlocal Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.
- (b) Any alterations, amendments, deletions, or waivers of the provisions of this Interlocal Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.



ATTEST: DANNY L. KOLHAGE, Clerk
By: [Signature]
Deputy Clerk
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
By: [Signature]
Mayor/Chairman
Date: DEC 15 2010

CITY OF KEY WEST
By: [Signature]
Title: Mayor
Date: 10-21-10

[Signature]
Witness for Key West
Print Name: ANGELA BRADY
Date: 10-21-10

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
DATE: 11-24-10

RESOLUTION NO. 09-268

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, ADOPTING THE CITY OF KEY WEST CLIMATE ACTION PLAN DATED OCTOBER 1, 2009; DIRECTING THE CITY MANAGER TO INITIATE THE RECOMMENDED IMPLEMENTATION PLAN; DIRECTING THE CITY MANAGER TO APPLY FOR ALL APPLICABLE POTENTIAL GRANT MONEY, INCLUDING EPA, DOE AND STATE OF FLORIDA TO FUND THE PLAN; 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 Climate Action Plan dated October 1st, 2009 and attached hereto is approved and adopted.

Section 2: That the City Manager is directed to implement the Plan.

Section 3: That the City Manager is further directed to investigate and apply for all potential applicable grant funding sources, including EPA, DOE and the State of Florida in furtherance of the Plan.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the

Signature of the presiding officer and the Clerk of the Commission.

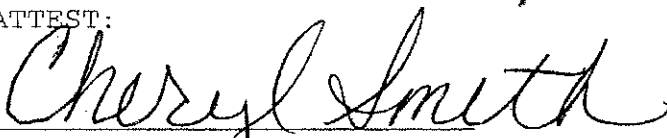
Passed and adopted by the City Commission at a meeting held this 20 day of October, 2009.

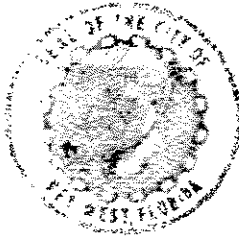
Authenticated by the presiding officer and Clerk of the Commission on October 21, 2009.

Filed with the Clerk October 21, 2009.


CRAIG CATES, MAYOR

ATTEST:

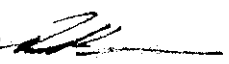

CHERYL SMITH, CITY CLERK



GENERAL SERVICES DEPARTMENT MEMORANDUM

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: Annalise Mannix, P.E. Manager Environmental Programs 

VIA: David Fernandez, Assistant City Manager
Gary Bowman, General Services Director

DATE: September 21, 2009

RE: Resolution Adopting the City of Key West Climate Action Plan;
Directing City Manager to initiate the recommended Implementation Plan; approval of grant applications.

ACTION STATEMENT: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, ADOPTING THE CITY OF KEY WEST CLIMATE ACTION PLAN DATED OCTOBER 1, 2009; DIRECTING CITY MANAGER TO INITIATE THE RECOMMENDED IMPLEMENTATION PLAN; DIRECTING CITY MANAGER TO APPLY FOR ALL APPLICABLE STIMULUS EPA, DOE, AND STATE OF FLORIDA GRANT FUNDS POSSIBLE TO FUND THE PLAN.

STRATEGIC PLAN INITIATIVE

The City's Strategic Plan has 7 categories "that encompassed all of the priorities and concerns of our citizens": Community Enhancement; Economic Development; Environmental Management; Infrastructure; Mobility; Organizational Excellence; and Social Services. The completion and implementation of our Climate Action Plan ties closely to the Strategic Goals in each area, specifically:

We seek solutions to assure we maintain our neighborhoods for residential living so as to reflect our diverse population, community character, and protect and enhance our residential quality of life.

We seek to maintain quality service levels and a strong financial position by proactively working to better balance the residential and tourism components of the City's tax base, increase the value of the City services, and diversify the City's revenue base.

We seek to establish and maintain public infrastructure in a cost-effective manner to serve the needs of our citizens and visitors and protect our local environment.

We seek to provide a transportation and land use system for all people with an efficient and pleasurable choice for arriving at their destinations while protecting the historic and residential character and ambiance of Key West.

We seek the preservation, maintenance, and when possible enhancement of the physical environment of Key West and its nearshore waters.

We seek to become an ongoing, role model organization to transform the City into a highly performing municipal corporation that quickly and efficiently responds to the needs of its citizens.

We will strive to effectively support those social service organizations in our community that help local individuals and families seeking assistance to enable them become self-sufficient or successfully manage their day-to-day lives.

BACKGROUND:

Key West is one of the most vulnerable cities to the possible effects of climate change. Scientists suggest that escalating greenhouse gas emissions threaten to increase the Earth's temperature and raise sea levels. The City of Key West City Commission, observing high tides already at street level, has committed to take action here at home and to encourage the rest of the world to do so too.

Committing the city to action upon his election, Mayor Morgan McPherson signed the Mayors Climate Protection Agreement and on August 7, 2007 the City Commission passed resolution 07-160 committing to use the 5-milestone process to reduce carbon emissions. August 5, 2008, the Key West City Commission passed Resolution 08-067 setting the goal of reducing community greenhouse gas emissions by 15% of the 2005 levels by year 2015, directing staff to reduce municipal greenhouse gas emissions by 15% and directing staff to create a community climate action plan.

The City Manager directed Environmental Program staff create a report that was achievable and acceptable to the citizens and businesses of the city. Environmental Programs formed a working group of members to ensure the goals of the City Manager and City Commission was met. Since that time the Climate Action Team has been working almost every other week to create a Climate Action Plan that is achievable and would have community support. The team, made up of about 2 dozen members, created small focus groups to assist in addressing each initiative area to obtain expert opinion and gage community support. They also sought input from standing committees, like the Community Traffic Safety Team, to "piggyback" the long standing knowledge and recommendations of those groups.

The Environmental Programs Manager presents this report to the City Manager for approval and the City Manager presents this staff recommended plan to the City Commission for adoption.

The Climate Action Plan was considered by the City of Key West City Commission Sustainability Advisory Board which unanimously approved recommending adoption of the plan to the City Commission.

PURPOSE & JUSTIFICATION:

The purpose of the Climate Action Plan (CAP) is to reduce Greenhouse Gas Emissions by 15% by 2015 using 2005 as a base year. The reduction in emission correlates, almost directly, to a reduction in electric and fuel use and subsequent costs. The plan details how to reduce emissions in the community and in municipal government operations. It identifies projects, their

efforts, some costs, and benefits. The plan will reduce or offset equivalent carbon dioxide emissions from 400,000 tons to 340,000 tons by 2015. The five major action areas are:

- Energy Supply -Reduce 9831 tons per year of CO2e emissions;
- Solid and Sewage Waste – Reduce 7,055 tons per year of CO2e emissions;
- Transportation – Reduce 12,681 tons per year of CO2e emissions;
- Building Efficiencies – Reduce 30,258 tons per year of CO2e emissions; and
- Sustainability/Sequestration – Absorb 175 tons of CO2 per year.

The plan recommends staffing to implement the plan, a marketing program, some capital projects, and much alliance building to engage and inform the community about climate change and ways to reduce greenhouse gas emissions. Challenges to residents and businesses to measure, monitor and take steps to reduce their individual electric and fuel use are made so the plan may be realized. This Plan is expected to be implemented through 2015, while actions are monitored, measured and improved annually.

Adaptation to climate change is vital to the economic health of Key West and the quality of life of our citizens.

It is important that this plan be adopted, if acceptable, shortly. All federal stimulus DOE funds and many of the EPA funds require the city have an “Energy Efficiency and Conservation Strategy” (EECS) that is part of all grant applications. The use of the CAP is document is recommended as the blue print for the EECS. New funding opportunities are being advertised weekly and the Florida competitive 1.2 million dollar grants will be announced soon.

The City of Key West City Commission has been asked to be a part of the Regional Climate Change Summit in Fort Lauderdale on October 23. The summit will provide the platform for the 4 southeastern Florida counties to develop a partnership to address Climate Change in a regional approach. As 4 of the most affected counties in the country as sea level rises, it is in the City’s interest to partner as a region to reduce costs, lobby for appropriate funding and encourage other communities to reduce dependence on non-renewable energy. Adoption of this CAP will cement our resolve to climate change issues locally and regionally and indicate a leadership position in this area.

Of additional import, is the security of our country. As Americans, the security of our county is a high priority. As the largest user of fossil fuels in the world we must ensure we have an energy plan and policy that can provide for stable fuel for the long term. “We” starts with every American town, the City of Key West included. Waiting to see if sea levels rise too far or if land and food shortage drive mass migration, may place America and Key West in defensive maneuvers. The time to start good energy and adaptation policy is now. Retired Army Gen. Gordon R. Sullivan, once said, “We never have 100 percent certainty. We never have it. If you wait until you have 100 percent certainty, something bad is going to happen...”.

OPTIONS:

Approve the resolution, adopting the plan, directing finalization of an implementation plan and recommending staff seek grant funding.

Reject the plan and recommend modification to it.

Modify the plan and approve the resolution.

FINANCIAL IMPACT:

Mitigating Greenhouse Gas emissions will be costly over the long haul. The effects of unmitigated climate change will be much more costly to the residents and businesses of Key West. Due to the stimulus package there are numerous funding sources for quality projects that the City can apply for. The initial year in the plan, 2010, is expected to cost the city \$144,000 (existing salaries and funded projects). Future years will be better defined through the implementation plan and our ability to fund recommended projects through grants. Alliances and partnerships for initiatives will be aggressively sought. The remaining year's budgets increase dramatically due to the installation of large renewable power sources and the installation of LED lighting that will save the city money over time, the largest with a ROI of 8 years if no grant funding is obtained. There will be no need to make a budget modification this year. The draft budget is explained through discussion of initiatives throughout the plan and is estimated in Appendix 5.

RECOMMENDATION:

Approve this resolution.