

**Charlotte County Board Of County Commissioners  
Agenda Item Summary**

## Item Number: R- 3

### 1 DEPARTMENT MAKING REQUEST

Public Works

### 2 MEETING DATE

6/24/2014 9:00:00 AM

### 3 REQUESTED MOTION/ACTION

Approve the 2014 Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT). FDOT has proposed a new agreement with all maintaining agencies statewide. County staff recommends approval with reservations.

### 4 AGENDA

Regular

### 5 IS THIS ITEM BUDGETED ( IF APPLICABLE ) - Yes

#### **Budget Action**

No action needed. Traffic signal maintenance is budgeted in the Greater Charlotte Street Lighting District as approved in the FY14 budget.

#### **Financial Impact Summary Statement**

Funding for traffic signal maintenance along state highways is supplied from the Greater Charlotte Street Lighting District MSTU and reimbursed by FDOT through the provisions in this agreement.

**Detailed Analysis Attached** - No

**Budget Officer-**

### 6 BACKGROUND ( Why is this Action Necessary, and What Action will be accomplished )

The following list defines staff's concerns:

1. New and additional maintenance responsibilities of traffic signal structure(s).
2. County has no role defined in the Agreement with respect to the 60 month Department's Structural Inspection.
3. Should the County object/challenge the Department's Structural Inspection Report, no resolution process or procedure is defined in the Agreement.
4. County responsibility for pre-existing structural deficiencies and subsequent corrections.
5. There is no termination clause.
6. Although the structure(s) are owned by the Department, the County is responsible to replace and recover costs.

#### **ATTACHMENTS:**

Name:

Description:

Type:

[Exhibit A - Proposed Agreement.pdf](#)

Exhibit "A" Proposed Agreement

Exhibit

[Exhibit B - Existing Agreement.pdf](#)

Exhibit "B" Existing Agreement

Exhibit

EXHIBIT "A"



*Florida Department of Transportation*

**RICK SCOTT**  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.**  
SECRETARY

April 25, 2014

To: Traffic Signal Maintaining Agencies

Re: Traffic Signal Maintenance and Compensation Agreement

Dear Colleagues:

At the outset, I want to thank the Maintaining Agencies, FACERS and Department staff for the valuable input and feedback in finalizing the revised *Traffic Signal Maintenance and Compensation Agreement*. The intent is that this Agreement will be used for the period July 1, 2014 through June 30, 2015 and we will begin negotiations for an Agreement that will be used in future years. The revisions in this Agreement include compensation for new traffic signals and additional warning beacons and other devices; clarifying language on the responsibilities for maintenance of mast arms; a requirement of an annual report with performance measures to include detection device malfunction repairs or restoration within sixty days; and each traffic signal shall receive at least one minor preventative maintenance inspection per year.

The Department is requesting that this new Agreement be signed by all Maintaining Agencies and returned to the Department by June 15, 2014 so that the Agreement can be executed effective July 1, 2014. If your Agency is unable to meet the June 15, 2014 deadline, please contact your local District Traffic Operations Engineer and let them know of the anticipated date by when the Agreement will be signed.

The Department intends to begin negotiations for developing a new Agreement for future years, which will include additional performance measures, and a review of the overall compensation structure and all contract language. The Department is committed to discussing compensation, performance measures or other aspects of the Agreement during negotiations. In preparing for these negotiations, we will be requesting the Maintaining Agencies to provide information on the costs for operating and maintaining traffic signals and other devices on the state highway system. This information was very helpful during the initial discussions for developing the compensation amounts that are currently used.

Once again, thank you for your assistance, and we look forward to our continued partnership in providing traffic signal services on the state highway system. The Department looks forward to working with all parties on developing the future Agreement. If any Maintaining Agency has any questions concerning the Agreement, they should contact their local District Traffic Operations Office.

Sincerely,

A handwritten signature in blue ink that reads "Mark C. Wilson". The signature is written in a cursive, flowing style.

Mark C. Wilson, P.E.  
State Traffic Operations Engineer

cc: Ananth Prasad, P.E., Secretary  
District Secretaries  
District Traffic Operations Engineers

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

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CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. \_\_\_\_\_  
F.E.I.D. NO. \_\_\_\_\_

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and \_\_\_\_\_, Florida, herein called the "Maintaining Agency".

**WITNESSED:**

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

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

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

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

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

4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3<sup>rd</sup> party. If the Maintaining Agency is unable to recover the costs from a 3<sup>rd</sup> party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of

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**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

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

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

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

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services.

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The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

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

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems

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on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

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

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

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

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

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

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed, the day and year first above written.

**STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_, Florida  
(Maintaining Agency)

By \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Seal if Applicable)

Reviewed:

\_\_\_\_\_  
Attorney Date

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Legal Review:

\_\_\_\_\_

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 2014/2015

Effective Date: 7/1/2014

To: 6/30/2015

Maintaining Agency: Charlotte

Intersection Locations	Compensation (Yes or No)	Traffic Signal (TS)	Intersection Control Beacon (ICB)	Emergency Fire/Dept (FDS)	Pedestrian Flashing Beacon (PFB)	Traffic Warning Beacon (TWB)	Speed Activated Warning Displays (SAWD)	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50,75, or 100)	Total Amount (Unit Rate x Percent)
TUCKER GRD/GREEN GUF	YES	TS						\$2,951.00	50%	\$1,475.50
BURNT STORE RD.	YES	TS						\$2,951.00	50%	\$1,475.50
KINGS HWY/PARMELY ST	YES	TS						\$2,951.00	50%	\$1,475.50
HARBORVIEW/EDGEWATER	YES	TS						\$2,951.00	50%	\$1,475.50
HANCOCK AVE	YES	TS						\$2,951.00	50%	\$1,475.50
GARDNER DR	YES	TS						\$2,951.00	50%	\$1,475.50
CONWAY BLVD	YES	TS						\$2,951.00	50%	\$1,475.50
EASY ST	YES	TS						\$2,951.00	50%	\$1,475.50
HARBOR BLVD	YES	TS						\$2,951.00	50%	\$1,475.50
OLEAN BOULEVARD	YES	TS						\$2,951.00	50%	\$1,475.50
PORT CHARLOTTE BLVD	YES	TS						\$2,951.00	50%	\$1,475.50
TARPON BLVD	YES	TS						\$2,951.00	50%	\$1,475.50
MIDWAY BLVD	YES	TS						\$2,951.00	50%	\$1,475.50
FORREST NELSON BLVD	YES	TS						\$2,951.00	50%	\$1,475.50
MURDOCK CAROUSAL CNTR	YES	TS						\$2,951.00	50%	\$1,475.50
COCHRAN BLVD	YES	TS						\$2,951.00	50%	\$1,475.50
MURDOCK CIRCLE	YES	TS						\$2,951.00	50%	\$1,475.50
SR 776/EL JOBEAN ROAD/VETERANS EXPRESSWAY	YES	TS						\$2,951.00	75%	\$2,213.25
ENTERPRISE DRIVE/PAULSON DRIVE	YES	TS						\$2,951.00	50%	\$1,475.50
TOLEDO BLADE ROAD	YES	TS						\$2,951.00	50%	\$1,475.50
CRANBERY/CORNELIUS	YES	TS						\$2,951.00	50%	\$1,475.50
SR 31/ CR74/OLDSR74/01520	YES	TS	ICB					\$2,951.00	50%	\$368.88
I-75 SB RAMP	YES	TS						\$2,951.00	100%	\$2,951.00
I-75 NB RAMP	YES	TS						\$2,951.00	100%	\$2,951.00
REGENT ROAD	YES	TS						\$2,951.00	50%	\$1,475.50
BERMONT ROAD	YES	TS						\$2,951.00	50%	\$1,475.50
DISSTON AVE	YES	TS		FDS				\$2,951.00	50%	\$368.88
MARLYMPIA WAY	YES	TS						\$2,951.00	33%	\$983.67
PINE ST	YES	TS						\$2,951.00	50%	\$1,475.50
SAN CASA DR	YES	TS						\$2,951.00	50%	\$1,475.50
ORIOLE BOULEVARD	YES	TS						\$2,951.00	50%	\$1,475.50
GULFSTREAM/MILLINGTON	YES	TS						\$2,951.00	50%	\$1,475.50
SPINAVER BLVD	YES	TS						\$2,951.00	50%	\$1,475.50
SUNNYBROOK BLVD	YES	TS						\$2,951.00	50%	\$1,475.50
COLISEUM BOULEVARD	YES	TS						\$2,951.00	50%	\$1,475.50
CR-771/SAILORS WAY	YES	TS						\$2,951.00	50%	\$1,475.50
GILLOTT BLVD	YES	TS						\$2,951.00	67%	\$1,967.33
NEWCOMB RD/FIRE ST#3	YES	TS		FDS				\$2,951.00	100%	\$737.75
Flamingo Boulevard	YES	TS						\$2,951.00	67%	\$1,967.33
TOLEDO BLADE BOULEVARD	YES	TS						\$2,951.00	50%	\$1,475.50
MURDOCK CIRCLE/ENTERPRISE DRIVE	YES	TS						\$2,951.00	50%	\$1,475.50
MERCHANT CROSSING ENTR	YES	TS						\$2,951.00	50%	\$1,475.50

**EXHIBIT A**  
**TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 2014/2015**  
 Effective Date: 7/1/2014 To: 6/30/2015  
 Maintaining Agency: Charlotte

Intersection Locations	Compensation (Yes or No)	Traffic Signal (TS)	Intersection Control Beacon (ICB)	Emergency Fire/Dept (FDS)	Pedestrian Flashing Beacon (PFB)	Traffic Warning Beacon (TWB)	Speed Activated Warning Displays (SAWD)	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50, 75, or 100)	Total Amount (Unit Rate x Percent)
SR 776/MCCALL RD BEACH RD (OLD 776)	YES	TS						\$2,951.00	67%	\$1,967.33
SR 776/MCCALL RD BAY HEIGHTS AVENUE	YES	TS						\$2,951.00	50%	\$1,475.50
SR 93/I-75 JONES LOOP ROAD	YES	TS						\$2,951.00	33%	\$983.67
SR 93/I-75 JONES LOOP ROAD	YES	TS						\$2,951.00	33%	\$983.67
SR 93/I-75 KINGS HIGHWAY	YES	TS						\$2,951.00	33%	\$983.67
SR 31 Northbound County Road 74	YES					TWB		\$2,951.00	5%	\$147.55
SR 31 Southbound County Road 74	YES					TWB		\$2,951.00	5%	\$147.55
<b>Total Lump Sum</b>										<b>\$ 69,889.52</b>

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

\$ 69,889.52



**EXHIBIT B**

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

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

**2.0 COMPENSATION**

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

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

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

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

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

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be  $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

**Unit Rates per 100% State Intersections**

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed	Traffic Warning Beacon (TWB) (0.05*TS)
					Activated Warning Displays (SAWD) (0.05*TS)	
11-12	\$2,701	\$675				
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

**3.0 PAYMENT PROCESSING**

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

EXHIBIT "B"

6/22/04

CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. 412665-1  
F.E.I.D. NO. 596000541087

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and CHARLOTTE COUNTY Florida, herein called the "Maintaining Agency".

WITNESSETH:

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

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

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

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, modems, and communications interconnect), flashing school zone traffic control devices, intersection flashing beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations as identified in Exhibit A. Flashing beacons, emergency signals, and flashing school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
3. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals. Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.
5. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file.

6. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

7. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

11. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

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

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

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

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

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

19. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

20. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

\_\_\_\_\_, Florida  
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Seal if Applicable)

Attest: \_\_\_\_\_

REVIEWED:

\_\_\_\_\_  
Attorney Date



## EXHIBIT B

### TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

#### 1.0 PURPOSE

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

#### 2.0 COMPENSATION

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

Total Lump Sum Amount for each Fiscal Year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the Percent of State Road Approaches to Total Approaches.

Example: For a intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount will be:  $\$518 \times (2/4) = \$259$

Unit Rates per 100% State Intersections

FY 02-03	\$ 518
03-04	\$1,599
04-05	\$2,196
05-06	\$2,262
06-07	\$2,330

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

#### 3.0 PAYMENT PROCESSING

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

EXHIBIT A					
TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 03-04					
Effective Date From: 7/1/2004 To: 06/30/05				Page 1 of 3	
Maintaining Agency: Charlotte County Traffic Operations					
Intersection Locations	Compensation (Yes or No)	FDOT FY Unit Rate \$2196	Percent of State (Ex. 25,33,50, 75, or 100)	Total Amount (Unit Rate x Percent)	
US41 Tucker Grd/ Green Gulf Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Burnt Store Rd.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Kings/Hwy/Parmely St.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Harberview / Edgewater	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Hancock St.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Gardner Dr.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Conway Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Easy Street	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Harbor Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Olean Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Port Charlotte Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Tarpon Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Midway Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Forest Nelson/ Keslr	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Murdock Carousal-center	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Toledo Blade Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Murdock Circle	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 SR.776/01050/El Jobean	Yes	\$2,196.00	75.00%	\$1,647.00	
US41 Enterprise/Paulson Dr.	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Toledo Blade Blvd.(SR.39 N.)	Yes	\$2,196.00	50.00%	\$1,098.00	
US41 Cranberry / Cornelious	Yes	\$2,196.00	50.00%	\$1,098.00	
			Total Lump Sum	\$23,607.00	

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$45,567.00.

\_\_\_\_\_  
 Maintaining Agency                      Date

\_\_\_\_\_  
 District Traffic Operations Engineer                      Date

EXHIBIT A					
TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 03-04					
Effective Date From: 7/1/2004 To: 06/30/05				Page 2 of 3	
Maintaining Agency: Charlotte County Traffic Operations					
Intersection Locations	Compensation (Yes or No)	FDOT FY Unit Rate \$2196	Percent of State (Ex. 25,33,50, 75, or 100)	Total Amount (Unit Rate x Percent)	
31 CR74/Old SR74/01520 F.B.	No	\$2,196.00	0.00%	\$0.00	

US 17	SR 93 (I-75) SB Ramps	Yes	\$2,196.00	100.00%	\$2,196.00
US 17	SR 93 (I-75) NB Ramps	Yes	\$2,196.00	100.00%	\$2,196.00
US17	Regent Rd.	Yes	\$2,196.00	50.00%	\$1,098.00
US17	Bermont Rd. CR.74	Yes	\$2,196.00	50.00%	\$1,098.00
US17	Disston RD. Station #6	No	\$2,196.00	0.00%	\$0.00

776	Pine St.	Yes	\$2,196.00	50.00%	\$1,098.00
776	San Casa Dr./ Tiffany	Yes	\$2,196.00	50.00%	\$1,098.00
776	Oriole Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00
776	Gulfstream / Wilderness	Yes	\$2,196.00	50.00%	\$1,098.00
776	Spinnaker Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00
776	Sunnybrook Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00
776	CR-771 /Sailors Way	Yes	\$2,196.00	50.00%	\$1,098.00
776	Gillott Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00
776	Newcomb Rd. Fire ST.#3	No	\$2,196.00	0.00%	\$0.00
776	Toledo Blade Blvd.	Yes	\$2,196.00	50.00%	\$1,098.00
776	Murdock Circle /Enterprise	Yes	\$2,196.00	50.00%	\$1,098.00
776	Merchants xing / Acc.dr.	Yes	\$2,196.00	50.00%	\$1,098.00
776	Beach Rd. (old 776)	Yes	\$2,196.00	50.00%	\$1,098.00
				Total Lump Sum	\$19,764.00

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$45,567.00.

\_\_\_\_\_  
 Maintaining Agency

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 District Traffic Operations Engineer

\_\_\_\_\_  
 Date





*Charlotte County Board of County Commissioners*  
*Agenda Item Summary*

**1. Department Making Request/Name/Extension:**  
Wes Millard, P.E., Public Works Transportation Engineer X3694  
Tom O'Kane, P.E., Public Works Director, X3600

**2. Meeting Date:**  
June 22, 2004

**3. Requested Motion/Action:**  
Approve a resolution authorizing the Chairman of the Board of County Commissioners of Charlotte County, Florida, to execute a Traffic Signal Maintenance and Compensation Agreement with the State of Florida Department of Transportation for the maintenance and operation of traffic signals or signal systems on the State Highway System in Charlotte County, Florida.

**4. Agenda**  
Consent   
Regular   
Presentation   
Time Required

**5. Is this item budgeted (if applicable)?:** Yes  No  If no, state action required.  
**Budget Action:** FY 05 budgeted revenue is \$45,567 in account no. 1036.000000.334.201.0000, State Grant, Greater Charlotte Street Lighting District.  
**Financial Impact Summary Statement:** Revenue will be recorded in The Greater Charlotte Street Lighting District.  
**Detailed analysis attached?:** Yes  No  Budget Officer AK Date \_\_\_\_\_

**6. Background:** (Why is the action necessary, and what action will be accomplished)  
  
Charlotte County maintains and operates traffic signals and signal systems on the State Highway System in Charlotte County. This cost of maintenance and operation has been provided by Charlotte County in the past. This agreement provides for the State of Florida Department of Transportation to reimburse Charlotte County for a portion of the maintenance and operation costs and further provides for the joint responsibility of each party.

**7. Recommended Approval and Dates** (Yes & No Block Indicate if Approval is/is not Required)

Director of Public Works	Purchasing Director	Budget Officer	Transportation Engineer	County Attorney	County Administrator
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<i>T.O.K. Adjunct 04</i>		<i>AK 6-11-04</i>	<i>AAA</i>	<i>Rev. By BB for RA</i>	<i>6/14/04 J. DeMeyer</i>

**8. Commission Action:**  
 Approved  
 Denied  
 Deferred  
 Other  
 Date to Bring Back: 6.10.04  
 Specify: \_\_\_\_\_

*Charlotte County Board of County Commissioners*  
*Agenda Item Summary*

<b>1. Department Making Request/Name/Extension:</b> Wes Millard, P.E., Public Works Transportation Engineer X3694 Tom O'Kane, P.E., Public Works Director, X3600	<b>2. Meeting Date:</b> June 22, 2004
--	--

**3. Requested Motion/Action:**  
 Approve a resolution authorizing the Chairman of the Board of County Commissioners of Charlotte County, Florida, to execute a Traffic Signal Maintenance and Compensation Agreement with the State of Florida Department of Transportation for the maintenance and operation of traffic signals or signal systems on the State Highway System in Charlotte County, Florida.

<b>4. Agenda</b> Consent <input checked="" type="checkbox"/> Regular _____ Presentation _____ Time Required _____	<b>5. Is this item budgeted (if applicable)?:</b> Yes <input checked="" type="checkbox"/> No _____ If no, state action required. <b>Budget Action:</b> FY 05 budgeted revenue is \$45,567 in account no. 1036.000000.334.201.0000; State Grant, Greater Charlotte Street Lighting District.  <b>Financial Impact Summary Statement:</b> Revenue will be recorded in The Greater Charlotte Street Lighting District.  <b>Detailed analysis attached?:</b> Yes _____ No <input checked="" type="checkbox"/> Budget Officer: _____ Date _____
---	---

**6. Background:** (Why is the action necessary, and what action will be accomplished)

Charlotte County maintains and operates traffic signals and signal systems on the State Highway System in Charlotte County. This cost of maintenance and operation has been provided by Charlotte County in the past. This agreement provides for the State of Florida Department of Transportation to reimburse Charlotte County for a portion of the maintenance and operation costs and further provides for the joint responsibility of each party.

**7. Recommended Approval and Dates (Yes & No Block Indicate if Approval is/is not Required)**

Director of Public Works	Purchasing Director	Budget Officer	Transportation Engineer	County Attorney	County Administrator
Yes <input checked="" type="checkbox"/> No _____	Yes _____ No _____	Yes <input checked="" type="checkbox"/> No _____	Yes <input checked="" type="checkbox"/> No _____	Yes <input checked="" type="checkbox"/> No _____	Yes <input checked="" type="checkbox"/> No _____
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"><i>TOK</i></div> <div style="width: 15%;"><i>June 1</i></div> <div style="width: 15%;"></div> <div style="width: 15%;"></div> <div style="width: 15%;"></div> <div style="width: 15%;"></div> </div>					

**8. Commission Action:**

Approved  
 Denied  
 Deferred  
 Other

**Date to Bring Back:** \_\_\_\_\_  
**Specify:** \_\_\_\_\_



## Florida Department of Transportation

JEB BUSH  
GOVERNOR

May 20, 2004

JOSÉ ABREU  
SECRETARY

The Honorable Matthew DeBoer  
Chairman, Board of County Commissioners  
Charlotte County  
18500 Murdock Circle  
Port Charlotte, FL 33948-1094

Re: Traffic Signal Maintenance and Compensation Agreement

Dear Commissioner DeBoer:

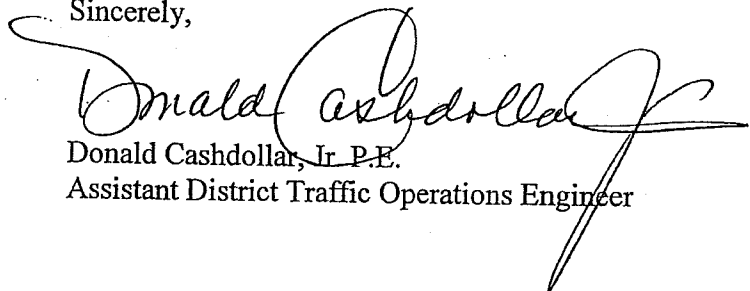
I have attached two copies of Exhibit A for Fiscal Year 2004/2005 which lists all traffic signals on the State Highway System. Please complete these forms and return the originals to this office no later than June 30, 2004.

I have also enclosed two copies of the revised Traffic Signal Maintenance and Compensation Agreement. The date in the upper right hand corner indicates the latest revision. Please check this with the existing agreement that you have. You may wish to execute this revised agreement if the current agreement is not the latest version. However, this is not mandatory. The existing agreement is still valid and will remain so until further notice. If you elect to execute a new agreement, it will need to be returned to this office no later than June 30, 2004.

Finally, as a reminder, the invoice for the 2003/2004 Exhibit A needs to be submitted at this time, so payment can be made by June 30, 2004.

If you have any questions regarding this matter, please feel free to contact Gerry Peck at (863) 519-2519, or me.

Sincerely,



Donald Cashdollar, Jr. P.E.  
Assistant District Traffic Operations Engineer

DC:GCP:kld

Attachments

cc: Wesley Millard, P.E., Transportation Engineer, Charlotte County, w/attachments

S:/Traffic/Typing/AN/TrafficSignalMaintenance&CompensationAgreement2004CharlotteCoDeBoerkldgcp.dc.doc

1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**  
**Amendment #1**

750-010-22A  
TRAFFIC OPERATIONS  
07/09  
Amendment 1  
Page 1 of 5

CONTRACT NO. AM984  
FINANCIAL PROJECT NO. 412665-1  
F.E.I.D. NO. F596000541087

**Purpose:**

Amend the original TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT previously entered into by both parties. Amendment #1 adds payment for maintenance and operation of intersection control beacons, beginning with the Department's fiscal year 2010-2011. Currently, traffic signals are compensated for and intersection control beacons are not. This Amendment provides that intersection control beacons will be paid for by the Department to the Maintaining Agency at the rate of 25% of that for full traffic signals. A modified Exhibit B is part of this Amendment and provides the Unit Rates for traffic signals (unchanged) and for intersection control beacons (new). All other provisions of the original Agreement remain unchanged.

**Section 1 shall be removed and replaced in its entirety by the Section 1 provided below:**

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, modems, and communications interconnect), flashing school zone traffic control devices, intersection control beacons, warning beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations and intersection control beacons as identified in Exhibit A. Warning beacons, emergency signals, and flashing school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement; the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

**Section 6 shall be removed and replaced in its entirety by the Section 6 provided below:**

6. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals and intersection control beacons on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals and intersection control beacons added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals and intersection control beacons added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals and intersection control beacons in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the

information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

**Section 14 shall be removed and replaced in its entirety by the Section 14 provided below:**

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

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

Charlotte County, Florida

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

(Maintaining Agency)  
By: Robert J. Starr  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Robert J. Starr, Chairman

Print/Type Name: L. K. Nandam

Title: \_\_\_\_\_

Title: Traffic Operations Engineer

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

(Seal if Applicable)

Reviewed:

Janette S. Brown 12/31/09  
Attorney 06 09-728 Date

Attest

Barbara T Scott, Clerk of  
Circuit Court and Ex-officio  
Clerk of the Board of County  
Commissioners

By: Anne L. Pfahler  
Deputy Clerk 1st Am. to AGR 2004-037  
1-12-10

CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. 412665-1  
F.E.I.D. NO. \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

THIS AGREEMENT, made and entered into this 4th day of October, 2002, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and CHARLOTTE COUNTY Florida, herein called the "Maintaining Agency".

**WITNESSETH:**

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

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

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

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations as identified in Exhibit A. Flashing beacons, emergency signals, and school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
3. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Maintaining Agency.
4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and signal systems to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer and be contingent upon an engineering report or documentation of engineering judgment prepared by, or for, the Maintaining Agency in accordance with Section 1A.09, Engineering Study and Engineering Judgment, of the MUTCD, recommending such changes and signed and sealed by a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall send a signed/sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.
5. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file.

6. The Maintaining Agency and the Department shall develop the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

7. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

11. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.



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

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

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

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

18. The Maintaining Agency, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save and hold harmless, the State, the Department, any joint pole owner and all of their officers, agents and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of, this Agreement by the Maintaining Agency, its subcontractors, agents or employees or due to any act or occurrence of omission or commission of the Maintaining Agency, its subcontractors, agents or employees. The parties agree that this paragraph shall not waive sovereign immunity of the State of Florida, nor waive the benefits or provisions of Sections 768.28 and 335.055, Florida Statutes, or any similar provision of law.

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

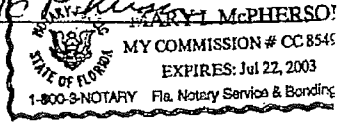
20. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

21. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

\_\_\_\_\_, Florida  
(Maintaining Agency)  
By: *Mac V. Horton*  
(Authorized Signature)  
Print/Type Name: MAC V. HORTON  
Title: CHAIRMAN  
Attest: \_\_\_\_\_  
(Seal if Applicable)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
By: *Deborah L Snyder*  
(Authorized Signature)  
Print/Type Name: DEBORAH L SNYDER  
Title: District Traffic Operations Engineer  
Attest: *Mary L McPherson*  


REVIEWED:  
*Barbara T. Scott*  
Attorney  
Date

LA02-403 06

Attest:  
Barbara T. Scott, Clerk  
of the Circuit Court and  
Ex-Officio Clerk to the  
Board of County Commissioners  
By: *Anne J. Habler*  
Deputy Clerk 9-24-02