

Meeting Date
<b>December 20, 2016</b>



AGENDA	
Section	Consent
Item No.	<b>II.A.7</b>

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	Approval RE: Amendment to the Traffic Signal Maintenance and Compensation Agreement FM#413019-1-88-01 and Resolution with the Florida Department of Transportation (FDOT) All Districts (\$454,690 Reimbursement by FDOT)
DEPT/OFFICE:	Public Works Department / Finance & Contracts Administration

Requested Action:

It is requested that the Board of County Commissioners approve the Amendment to the Traffic Signal Maintenance and Compensation Agreement FM#413019-1-88-01 and Resolution with the Florida Department of Transportation (FDOT); authorize the Chairman to execute the Amendment and Resolution; and approve any necessary Budget Change Requests associated with this request.

Summary Explanation & Background:

On June 3, 2015, the Board of County Commissioners and Florida Department of Transportation (FDOT) entered into a Traffic Signal Maintenance and Compensation Agreement for the operation and maintenance of the traffic signals located on State roads within the unincorporated portion of Brevard County and within the municipalities that Brevard County maintains through Interlocal Agreements. Recently, FDOT finalized a revision to the Traffic Signal Maintenance and Compensation Agreement and has requested Brevard County to execute the Amendment.

All the terms and conditions of the 2015 Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment. Additionally, Exhibit "A" has been updated to reflect the current list of traffic signals and device locations and the compensation amount due to Brevard County by FDOT. The amount compensated to the County by FDOT, per the 2015 Agreement, was \$345,496.00. The Amendment to the Traffic Signal Maintenance and Compensation Agreement will compensate Brevard County a total lump sum of \$454,690.00 for satisfactory completion of all services detailed in the Agreement for the time period of July 1, 2016 to June 30, 2017.

Fiscal Impact: FY 2016-2017 \$454,690 Reimbursement by FDOT to Brevard County.

Clerk to the Board Instructions: Please return Amendment to the Traffic Signal Maintenance and Compensation Agreement and Resolution to Public Works for further execution by FDOT.

Exhibits Attached: Amendment to the Traffic Signal Maintenance and Compensation Agreement and Resolution (3 originals)

Contract /Agreement (If attached): Reviewed by County Attorney    Yes        No        PR

County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager	 John P. Denninghoff / 87202

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I - The following information must be completed on all new contracts submitted to the Board.**

<b>1. Contractor:</b>	
<b>2. Fund/Account #:</b> 0002/210191	<b>Department Name:</b> Public Works
<b>4. Contract Description:</b> Amendment to Traffic Signal Maintenance and Compensation Agreement (FDOT)	
<b>5. Contract Monitor:</b> Jeanette Scott	<b>6. Mail Stop #:</b> EXT 52853
<b>7. Dept./Office Director:</b> John P. Denninghoff	<b>8. Contract Type:</b> Grant
<b>ACTION DATE:</b> 30 days from entry	<b>ACTION REQUIREMENT:</b> Need complete data

**SECTION II - The following departments must approve all contracts submitted to the Board:**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓		thw	12/2/16
Risk Management	✓		ML	12/5/2016
County Attorney	✓		JPG	12/8/2016

If any office denies approval, the package will be returned immediately to the User Agency.

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<b>DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

December 21, 2016

**M E M O R A N D U M**

**TO:** John Denninghoff, Public Works Director

**RE:** Item II.A.7., Resolution and Amendment to Traffic Signal Maintenance and Compensation Agreement FM#413019-1-88-01 with Florida Department of Transportation (FDOT) for Operation and Maintenance of Traffic Signals Located On State Roads Within Unincorporated Portion of Brevard County and Within the Municipalities

The Board of County Commissioners, in regular session on December 20, 2016, adopted Resolution No. 16-221, and executed Amendment to Traffic Signal Maintenance and Compensation Agreement FM#413019-1-88-01 with FDOT for operation and maintenance of traffic signals located on State Roads within unincorporated portion of Brevard County and within the municipalities; and approved Budget Change Requests associated with this request. Enclosed are three fully-executed Resolutions and three executed Amendments.

**Upon execution by FDOT, please return a fully-executed Amendment to this office for inclusion in the official minutes of the Board.**

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (6)

cc: Contracts Administration  
Finance  
Budget



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Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

December 21, 2016

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.7., Resolution and Amendment to Traffic Signal Maintenance and Compensation Agreement FM#413019-1-88-01 with Florida Department of Transportation (FDOT) for Operation and Maintenance of Traffic Signals Located On State Roads Within Unincorporated Portion of Brevard County and Within the Municipalities

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**Upon execution by FDOT, please return a fully-executed Amendment to this office for inclusion in the official minutes of the Board.**

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (6)

cc: Contracts Administration  
Finance  
Budget



**BOARD OF COUNTY COMMISSIONERS**

**Public Works Department**

2725 Judge Fran Jamieson Way  
Building A, Room 201  
Viera, Florida 32940

February 2, 2017

Tammy Rowe, Deputy Clerk  
Clerk to the Board  
Brevard County Clerk of Courts  
400 South Street  
Titusville, FL 32781

RE: Item II.A.7 Resolution and Amendment to Traffic Signal Maintenance and Compensation Agreement  
FM#413019-1-88-01 with FDOT

As indicated in the Clerk's Memorandum dated December 21, 2016, please find enclosed a fully-executed Agreement for inclusion in the official minutes.

Thank you,

*Jeanette Scott*

Jeanette Scott, Contracts

Encl. (1) Fully-Executed Agreement  
12/21/16 Clerk's Memorandum

*Tammy  
for your records,  
a fully exec.  
copy.  
Thanks  
Deanna  
52747*

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

CONTRACT NO. ARW39  
FINANCIAL PROJECT NO. 413019-18801  
F.E.I.D. NO. F596000523018  
AMENDMENT NO. 1

**THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT** ("Amendment") is made and entered into on this 26<sup>th</sup> day of JANUARY 2017, ~~2016~~, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the **BREVARD COUNTY**, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on **JUNE 3, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

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

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

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

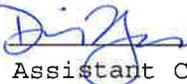
IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

**BREVARD COUNTY**

\_\_\_\_\_, Florida  
(Maintaining Agency)  
By:   
\_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Curt Smith  
Title: Chairman

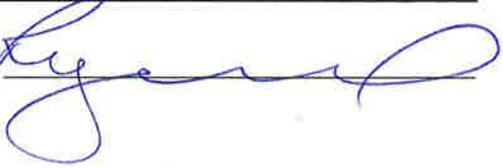
As approved by the Board on: 12/20/16

Attorney:  Date: 12/8/2016  
Assistant County Attorney

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

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

Print/Type Name: Alan E. Hyman, P.E.  
Title: Director of Transportation Operations

Legal Review: 

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

CONTRACT NO.	<u>ARW39</u>
FINANCIAL PROJECT NO.	<u>413019-18801</u>
F.E.I.D. NO.	<u>F596000523018</u>

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

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under **Resolution 2015-074** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

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

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

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

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

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

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

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

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
  - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
  - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
  8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
  9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
  10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates the Director of Public Works as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

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

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
  - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

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

- b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.
  - c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
  - d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
  33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
  34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
  35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
  36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
  37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
  38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
  39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

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

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

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
  - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
  - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.



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

**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 MAINTENANCE AND OPERATION**

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (**minus any retainage or forfeiture**) in Exhibit A. The Maintaining Agency will receive one lump sum payment (**minus any retainage or forfeiture**) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (**minus any retainage or forfeiture**) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

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 or poles.

**Unit Compensation Rates per Intersection on the State Highway System**

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

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

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**4.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT****EXHIBIT C****Reimbursement for Replacement and/or Repair of  
Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
<b>Total Lump Sum Reimbursement Amount</b>	<b>\$</b>

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

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

\_\_\_\_\_  
Date

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

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

CONTRACT NO. ARW39  
 FINANCIAL PROJECT NO. 413019-18801  
 F.E.I.D. NO. F596000523018

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

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under **Resolution 2015-074** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

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

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

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

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

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

**RESOLUTION 2016- 221**

**Financial Management Number: 413019-1-88-01**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the State of Florida Department of Transportation (FDOT) and Brevard County desire to amend the Traffic Signal Maintenance and Compensation Agreement and,

**WHEREAS**, the State of Florida Department of Transportation (FDOT) has requested Brevard County to execute and deliver to the State of Florida Department of Transportation (FDOT) the Amendment to the Traffic Signal Maintenance and Compensation Agreement for the aforementioned project, FPN 413019-1-88-01.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, that Curt Smith, Chairman, of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation (FDOT) the Amendment to the Traffic Signal Maintenance and Compensation Agreement for the aforementioned project, FPN 413019-1-88-01.

**DONE, ORDERED AND ADOPTED** in regular session this 20th day of December 2016.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

A blue ink signature of Scott Ellis, written in a cursive style, positioned above a horizontal line.

Scott Ellis, Clerk

A blue ink signature of Curt Smith, written in a cursive style, positioned above a horizontal line.

Curt Smith, Chairman

As approved by the BOCC on 12/20/2016.

State of Florida Department of Transportation  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**EXHIBIT A**

Compensation for Maintaining Traffic Signals and all other Devices for FY 16/17

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

Maintaining Agency: Brevard County

Section	MP	SR No.	Intersection	Agency	Conf.	fy 16/17
70001	1.827	405	Barna Ave.	Brevard County	IMTS	\$4,500.00
70001	2.394	405	SR 407	Brevard County	IMTS	\$4,500.00
70001	2.394	405		Brevard County	UPS	\$100.00
70001	2.709	405	Grissom Pkwy.	Brevard County	IMTS	\$4,500.00
70001	2.709	405		Brevard County	UPS	\$100.00
70001	2.938	405	Sisson Rd.	Brevard County	IMTS	\$4,500.00
70160	5.295	405	Brevard Gov't Center (Ped Signal)	Brevard County	TS	\$3,131.00
70004	4.590	404	SR A1A	Brevard County	TS	\$3,131.00
70004	4.590	404		Brevard County	UPS	\$100.00
70008	0.000	513	SR 518 (Eau Gallie Blvd.)	Brevard County	TS	\$3,131.00
70008	0.000	513		Brevard County	UPS	\$100.00
70008	3.531	513	Titan Dr (Holland Elem)	Brevard County	PFB	\$626.00
70008	4.026	513	Patrick Dr. (Shearwater Dr) / Tortoise View Dr	Brevard County	TS	\$3,131.00
70008	4.026	513		Brevard County	UPS	\$100.00
70008	4.371	513	Berkley St./St. George Ct.	Brevard County	TS	\$3,131.00
70008	4.575	513	Sea Park Blvd (Sea Park Elem)	Brevard County	PFB	\$626.00
70008	4.921	513	Ocean Blvd.	Brevard County	TS	\$3,131.00
70008	5.176	513	SR 404 (EB off-ramp)	Brevard County	TS	\$3,131.00
70010	1.964	5	Micco Rd.	Brevard County	TS	\$3,131.00
70010	1.964	5		Brevard County	UPS	\$100.00
70010	2.267	5	Barefoot Bay Blvd.	Brevard County	TS	\$3,131.00
70011	0.000	501	SR 520 (King St.)	Brevard County	IMTS	\$4,500.00
70011	0.000	501		Brevard County	UPS	\$100.00
70011	0.315	501	Lake Dr.	Brevard County	TS	\$3,131.00
70011	0.315	501		Brevard County	UPS	\$100.00
70011	0.827	501	Broadcast Ct (Endeavour Elem)	Brevard County	PFB	\$626.00
70011	1.193	501	CR 503 (Dixon Blvd.)	Brevard County	TS	\$3,131.00
70011	1.193	501		Brevard County	UPS	\$100.00
70011	1.799	501	Tate St./Rosentine St.	Brevard County	TS	\$3,131.00
70011	1.799	501		Brevard County	UPS	\$100.00
70011	2.235	501	CR 5023 ( Michigan Blvd.)	Brevard County	TS	\$3,131.00
70011	2.235	501		Brevard County	UPS	\$100.00
70012	0.000	507	SR 514 (Malabar Rd.)	Brevard County	IMTS	\$4,500.00
70012	2.528	507	Palm Bay Road	Brevard County	IMTS	\$4,500.00
70014	0.025	519	I-95 SB Ramps	Brevard County	TS	\$3,131.00
70014	0.445	519	CR 502 (Barnes Blvd.)/I-95 NB Ramp	Brevard County	TS	\$3,131.00
70014	0.445	519		Brevard County	UPS	\$100.00
70020	11.519	5	Pineda Ave/ Suntree Blvd.	Brevard County	TS	\$3,131.00
70020	11.519	5		Brevard County	UPS	\$100.00
70020	13.913	5	Viera Blvd./Riverside Villas	Brevard County	TS	\$3,131.00
70020	13.913	5		Brevard County	UPS	\$100.00
70020	16.269	5	CR 502 (Barnes Blvd.)	Brevard County	TS	\$3,131.00
70020	16.269	5		Brevard County	UPS	\$100.00
70020	23.554	5	Michigan Blvd./Coquina Dr.	Brevard County	IMTS	\$4,500.00
70020	23.554	5		Brevard County	UPS	\$100.00
70020	24.250	5	SR 528 (EB off-ramp)	Brevard County	IMTS	\$4,500.00
70020	24.250	5		Brevard County	UPS	\$100.00
70020	24.421	5	SR 528 (WB off-ramp)	Brevard County	IMTS	\$4,500.00
70020	24.421	5		Brevard County	UPS	\$100.00
70020	26.644	5	Canaveral Groves/Blacks Rd.	Brevard County	TS	\$3,131.00
70020	26.644	5		Brevard County	UPS	\$100.00
70020	27.112	5	Indian Trail (Fairglen Elem) NB	Brevard County	TWB	\$313.00

State of Florida Department of Transportation  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

Section	MP	SR No.	Intersection	Agency	Conf.	fy 16/17
70020	27.112	5	Indian Trail (Fairglen Elem) SB	Brevard County	TWB	\$313.00
70020	27.670	5	Camp Rd.	Brevard County	TS	\$3,131.00
70020	27.670	5		Brevard County	UPS	\$100.00
70020	27.763	5	Indian River Drive (CR 515)	Brevard County	FDS	\$1,096.00
70020	29.404	5	Port St. John Plaza	Brevard County	TS	\$3,131.00
70020	29.869	5	Fay Blvd.	Brevard County	TS	\$3,131.00
70020	29.869	5		Brevard County	UPS	\$100.00
70020	30.837	5	Kings Hwy.	Brevard County	TS	\$3,131.00
70030	6.590	5	Dairy Rd.	Brevard County	TS	\$3,131.00
70030	6.590	5		Brevard County	UPS	\$100.00
70030	8.513	5	SR 46 (Main St.)	Brevard County	IMTS	\$4,500.00
70030	8.513	5		Brevard County	UPS	\$100.00
70030	8.686	5	Mims Elem./Stanley St (Ped Signal)	Brevard County	TS	\$3,131.00
70030	8.686	5	Stanley St (Mims Elem) NB	Brevard County	TWB	\$313.00
70030	8.686	5	Stanley St (Mims Elem) SB	Brevard County	TWB	\$313.00
70030	10.064	5	Brockett Rd.	Brevard County	TS	\$3,131.00
70030	10.064	5		Brevard County	UPS	\$100.00
70050	9.769	500	I-95 (SB off-ramp)	Brevard County	IMTS	\$4,500.00
70050	9.769	500		Brevard County	UPS	\$100.00
70050	9.863	500	I-95 (NB off-ramp)	Brevard County	IMTS	\$4,500.00
70050	9.863	500		Brevard County	UPS	\$100.00
70050	10.184	500	CR 511 (John Rhodes Blvd.)	Brevard County	IMTS	\$4,500.00
70050	10.184	500		Brevard County	UPS	\$100.00
70050	11.871	500	CR 509 (Wickham Rd.)	Brevard County	IMTS	\$4,500.00
70050	11.871	500		Brevard County	UPS	\$100.00
70050	11.981	500	Meadow Lane Ave.	Brevard County	IMTS	\$4,500.00
70050	11.981	500		Brevard County	UPS	\$100.00
70050	12.244	500	Dayton Blvd.	Brevard County	IMTS	\$4,500.00
70050	12.244	500		Brevard County	UPS	\$100.00
70050	12.684	500	Windover Sq./Laila Ct.	Brevard County	IMTS	\$4,500.00
70050	13.033	500	Hollywood Blvd./Evans Rd.	Brevard County	IMTS	\$4,500.00
70050	13.033	500		Brevard County	UPS	\$100.00
70050	13.301	500	McClain Dr./Melbourne Sq.	Brevard County	IMTS	\$4,500.00
70050	13.301	500		Brevard County	UPS	\$100.00
70050	13.421	500	Shoppes of W. Melbourne	Brevard County	IMTS	\$4,500.00
70050	13.421	500		Brevard County	UPS	\$100.00
70050	13.992	500	Dairy Rd.	Brevard County	IMTS	\$4,500.00
70050	13.992	500		Brevard County	UPS	\$100.00
70060	6.356	A1A	Fontaine St.	Brevard County	ICB	\$783.00
70060	15.579	A1A	First Ave (Curve Ahead)	Brevard County	TWB	\$313.00
70060	15.882	A1A	Ocean Ave./Oak St.	Brevard County	TS	\$3,131.00
70060	18.036	A1A	Grosse Point Avenue	Brevard County	TS	\$3,131.00
70060	20.657	A1A	Holy Name of Jesus	Brevard County	TS	\$3,131.00
70060	25.249	A1A	Berkley St.	Brevard County	TS	\$3,131.00
70060	25.806	A1A	Ocean Blvd.	Brevard County	TS	\$3,131.00
70060	25.806	A1A		Brevard County	UPS	\$100.00
70060	27.278	A1A	PAFB NCO Club (Ped Signal)	Brevard County	TS	\$3,131.00
70060	28.025	A1A	Fire Department	Brevard County	FDS	\$1,096.00
70060	28.853	A1A	PAFB Main Gate (4th St.)	Brevard County	TS	\$3,131.00
70060	28.853	A1A		Brevard County	UPS	\$100.00
70060	29.195	A1A	PAFB North Gate (1st St.)	Brevard County	TS	\$3,131.00
70060	29.305	A1A	PAFB Officer Club (Blockhouse Ped Signal)	Brevard County	TS	\$3,131.00
70070	2.916	524/528	Cox Rd.	Brevard County	TS	\$3,131.00
70080	1.170	A1A/401	McKinley Ave./Holman Rd.	Brevard County	TS	\$3,131.00
70080	1.653	A1A/401	Buchanan Ave./Center St.	Brevard County	TS	\$3,131.00
70080	2.031	A1A/401	Jackson Ave.	Brevard County	FDS	\$1,096.00
70080	2.110	A1A/401	CR 401 (N. Atlantic Ave.)	Brevard County	TS	\$3,131.00

State of Florida Department of Transportation  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

Section	MP	SR No.	Intersection	Agency	Conf.	fy 16/17
70080	2.830	A1A/401	Central Blvd.	Brevard County	TS	\$3,131.00
70080	2.830	A1A/401		Brevard County	UPS	\$100.00
70080	5.100	A1A/401	George King Blvd.	Brevard County	TS	\$3,131.00
70080	5.365	A1A/401	Charles M. Roland Dr.	Brevard County	TS	\$3,131.00
70080	5.761	A1A/401	Grouper Rd.	Brevard County	TS	\$3,131.00
70100	4.844	520	I-95 (SB off-ramp)	Brevard County	IMTS	\$4,500.00
70100	4.844	520		Brevard County	UPS	\$100.00
70100	4.920	520	I-95 (NB off-ramp)	Brevard County	IMTS	\$4,500.00
70100	4.920	520		Brevard County	UPS	\$100.00
70100	5.249	520	Cox Rd / A Lane	Brevard County	IMTS	\$4,500.00
70100	5.249	520		Brevard County	UPS	\$100.00
70100	5.844	520	Burnett Rd.	Brevard County	IMTS	\$4,500.00
70100	5.844	520		Brevard County	UPS	\$100.00
70100	6.350	520	Range Rd.	Brevard County	IMTS	\$4,500.00
70100	6.350	520		Brevard County	UPS	\$100.00
70100	10.431	520	CR 3 (Tropical Tr.)	Brevard County	IMTS	\$4,500.00
70100	10.431	520		Brevard County	UPS	\$100.00
70100	10.706	520	SR 3 (Courtenay Pkwy.)	Brevard County	IMTS	\$4,500.00
70100	10.706	520		Brevard County	UPS	\$100.00
70100	11.078	520	Holiday Plaza	Brevard County	IMTS	\$4,500.00
70100	11.078	520		Brevard County	UPS	\$100.00
70100	11.202	520	Plumosa St.	Brevard County	IMTS	\$4,500.00
70100	11.202	520		Brevard County	UPS	\$100.00
70100	11.462	520	Merritt Sq. Mall/ M.I. Shopping Ctr.	Brevard County	IMTS	\$4,500.00
70100	11.717	520	Sykes Creek Pkwy	Brevard County	IMTS	\$4,500.00
70100	11.717	520		Brevard County	UPS	\$100.00
70100	12.046	520	Kiwanis Island	Brevard County	IMTS	\$4,500.00
70100	12.603	520	Newfound Harbor Dr./Walmart Superstore	Brevard County	IMTS	\$4,500.00
70100	12.603	520		Brevard County	UPS	\$100.00
70100	12.857	520	N. Banana River Dr.	Brevard County	IMTS	\$4,500.00
70100	12.857	520		Brevard County	UPS	\$100.00
70100	13.013	520	S. Banana River Dr./Milford Pt. Dr.	Brevard County	IMTS	\$4,500.00
70100	13.013	520		Brevard County	UPS	\$100.00
70120.004	0.394	518	SR 5054 (Sarno Rd.)	Brevard County	TS	\$3,131.00
70120.004	0.394	518		Brevard County	UPS	\$100.00
70120.004	1.925	518	Wickham Rd.	Brevard County	IMTS	\$4,500.00
70120.004	1.925	518		Brevard County	UPS	\$100.00
70120.004	1.925	518	Wickham Rd. (Sabal Elem) EB	Brevard County	TWB	\$313.00
70120.004	1.925	518	Wickham Rd. (Sabal Elem) WB	Brevard County	TWB	\$313.00
70120.004	2.938	518	Croton Rd.	Brevard County	IMTS	\$4,500.00
70120.004	2.938	518		Brevard County	UPS	\$100.00
70120.004	2.938	518	Croton Rd. (Croton Elem) WB	Brevard County	TWB	\$313.00
70120.004	2.938	518	Croton Rd. (Croton Elem) EB	Brevard County	TWB	\$313.00
70120	0.093	518	I-95 (SB off-ramp)	Brevard County	IMTS	\$4,500.00
70120	0.093	518		Brevard County	UPS	\$100.00
70120	0.199	518	I-95 (NB off-ramp)	Brevard County	IMTS	\$4,500.00
70120	0.199	518		Brevard County	UPS	\$100.00
70120	0.506	518	John Rhodes Blvd.	Brevard County	IMTS	\$4,500.00
70120	0.506	518		Brevard County	UPS	\$100.00
70120	2.258	5054	Wickham Rd.	Brevard County	IMTS	\$4,500.00
70120	2.258	5054		Brevard County	UPS	\$100.00
70140	0.301	3	Merritt Ave.	Brevard County	IMTS	\$4,500.00
70140	0.301	3		Brevard County	UPS	\$100.00
70140	0.301	3	Merritt Ave (Mila Elem) NB	Brevard County	TWB	\$313.00
70140	0.301	3	Merritt Ave (Mila Elem) SB	Brevard County	TWB	\$313.00
70140	0.596	3	Hurwood Ave./Needle Blvd.	Brevard County	IMTS	\$4,500.00
70140	0.842	3	Richland Ave./ Palm Cay Plaza	Brevard County	IMTS	\$4,500.00

State of Florida Department of Transportation  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

Section	MP	SR No.	Intersection	Agency	Conf.	fy 16/17
70140	1.096	3	Catalina Isle Dr.	Brevard County	IMTS	\$4,500.00
70140	1.313	3	Mustang Way/Lucas Ct.	Brevard County	IMTS	\$4,500.00
70140	1.313	3		Brevard County	UPS	\$100.00
70140	1.574	3	Grove Blvd.	Brevard County	IMTS	\$4,500.00
70140	1.574	3		Brevard County	UPS	\$100.00
70140	1.949	3	Crockett Blvd./Diana Ave.	Brevard County	IMTS	\$4,500.00
70140	1.949	3		Brevard County	UPS	\$100.00
70140	2.171	3	Florida Ave./Meadows Blvd.	Brevard County	IMTS	\$4,500.00
70140	2.358	3	Spruce Ave. (Ped Signal)	Brevard County	TS	\$3,131.00
70140	2.358	3	Spruce Ave. (Divine Mercy) NB	Brevard County	TWB	\$313.00
70140	2.358	3	Spruce Ave. (Divine Mercy) SB	Brevard County	TWB	\$313.00
70140	2.843	3	Pioneer Rd.	Brevard County	IMTS	\$4,500.00
70140	2.843	3		Brevard County	UPS	\$100.00
70140	3.303	3	SR 528 (EB off-ramp)	Brevard County	IMTS	\$4,500.00
70140	3.303	3		Brevard County	UPS	\$100.00
70140	3.386	3	SR 528 (WB off-ramp)	Brevard County	IMTS	\$4,500.00
70140	3.386	3		Brevard County	UPS	\$100.00
70140	3.740	3	U Turn Signal	Brevard County	TS	\$3,131.00
70140	3.869	3	Grant Rd./Smith Rd.	Brevard County	TS	\$3,131.00
70140	5.368	3	Hall Rd.	Brevard County	TS	\$3,131.00
70140	5.368	3		Brevard County	UPS	\$100.00
70150	5.866	46	I-95 NB ramps	Brevard County	IMTS	\$4,500.00
70150	6.101	46	Holder Rd./Pine Ave.	Brevard County	IMTS	\$4,500.00
70150	6.101	46		Brevard County	UPS	\$100.00
70150	7.278	46	Broadway Ave (Mims Elem)	Brevard County	PFB	\$626.00
70150	7.350	46	Taylor Ave.	Brevard County	FDS	\$1,096.00
70180	2.485	514	I-95 (SB off-ramp)	Brevard County	IMTS	\$4,500.00
70180	2.485	514		Brevard County	UPS	\$100.00
70180	2.580	514	I-95 (NB off-ramp)	Brevard County	IMTS	\$4,500.00
70180	2.580	514		Brevard County	UPS	\$100.00
70220	16.363	I-95	CR 516 (Palm Bay Rd. @ NB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	16.363	I-95		Brevard County	UPS	\$100.00
70220	16.363	I-95	CR 516 (Palm Bay Rd. @ SB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	16.363	I-95		Brevard County	UPS	\$100.00
70220	28.566	I-95	Pineda Causeway (SB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	28.566	I-95		Brevard County	UPS	\$100.00
70220	28.566	I-95	Pineda Causeway (NB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	28.566	I-95		Brevard County	UPS	\$100.00
70220	31.100	I-95	CR 509 (Wickham Rd. @ SB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	31.100	I-95		Brevard County	UPS	\$100.00
70220	31.100	I-95	CR 509 (Wickham Rd. @ NB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	31.100	I-95		Brevard County	UPS	\$100.00

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

Total Lump Sum\*: \$457,428.00

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or \$457,428.00

  
 Maintaining Agency 1/19/2017  
 Date  
 Public Works Director

  
 District Traffic Operations Engineer 1/26/17  
 Date

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

CONTRACT NO. ARW39  
 FINANCIAL PROJECT NO. 413019-18801  
 F.E.I.D. NO. F596000523018

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

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under **Resolution 2015-074** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

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

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

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

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

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

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

CONTRACT NO. ARW39  
FINANCIAL PROJECT NO. 413019-18801  
F.E.I.D. NO. F596000523018  
AMENDMENT NO. 1

**THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT** ("Amendment") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the **BREVARD COUNTY**, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on **JUNE 3, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

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

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

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

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

**BREVARD COUNTY**

\_\_\_\_\_, Florida  
(Maintaining Agency)  
By   
(Authorized Signature)

Print/Type Name: Curt Smith  
Title: Chairman

As approved by the Board on: 12/20/16

Attorney:  Date: 12/8/2016  
Assistant County Attorney

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

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

Print/Type Name: Alan E. Hyman, P.E.  
Title: Director of Transportation Operations

Legal Review: \_\_\_\_\_

## ATTACHMENT 1

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

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

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

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

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates John P. Denninghoff, Director, Public Works as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

## ATTACHMENT 1

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

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
  - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE  
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- b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.
  - c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
  - d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
  33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
  34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
  35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
  36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
  37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
  38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
  39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

**ATTACHMENT 1**  
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later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
  - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
  - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.



State of Florida Department of Transportation  
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**EXHIBIT A**

Compensation for Maintaining Traffic Signals and all other Devices for FY 16/17

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

Maintaining Agency: Brevard County

Section	MP	SR No.	Intersection	Agency	Conf.	fy 16/17
70001	1.827	405	Barna Ave.	Brevard County	IMTS	\$4,500.00
70001	2.394	405	SR 407	Brevard County	IMTS	\$4,500.00
70001	2.394	405		Brevard County	UPS	\$100.00
70001	2.709	405	Grissom Pkwy.	Brevard County	IMTS	\$4,500.00
70001	2.709	405		Brevard County	UPS	\$100.00
70001	2.938	405	Sisson Rd.	Brevard County	IMTS	\$4,500.00
70160	5.295	405	Brevard Gov't Center (Ped Signal)	Brevard County	TS	\$3,131.00
70004	4.590	404	SR A1A	Brevard County	TS	\$3,131.00
70004	4.590	404		Brevard County	UPS	\$100.00
70008	0.000	513	SR 518 (Eau Gallie Blvd.)	Brevard County	TS	\$3,131.00
70008	0.000	513		Brevard County	UPS	\$100.00
70008	3.531	513	Titan Dr (Holland Elem)	Brevard County	PFB	\$626.00
70008	4.026	513	Patrick Dr. (Shearwater Dr) / Tortoise View Dr	Brevard County	TS	\$3,131.00
70008	4.026	513		Brevard County	UPS	\$100.00
70008	4.371	513	Berkley St./St. George Ct.	Brevard County	TS	\$3,131.00
70008	4.575	513	Sea Park Blvd (Sea Park Elem)	Brevard County	PFB	\$626.00
70008	4.921	513	Ocean Blvd.	Brevard County	TS	\$3,131.00
70008	5.176	513	SR 404 (EB off-ramp)	Brevard County	TS	\$3,131.00
70010	1.964	5	Micco Rd.	Brevard County	TS	\$3,131.00
70010	1.964	5		Brevard County	UPS	\$100.00
70010	2.267	5	Barefoot Bay Blvd.	Brevard County	TS	\$3,131.00
70011	0.000	501	SR 520 (King St.)	Brevard County	IMTS	\$4,500.00
70011	0.000	501		Brevard County	UPS	\$100.00
70011	0.315	501	Lake Dr.	Brevard County	TS	\$3,131.00
70011	0.315	501		Brevard County	UPS	\$100.00
70011	0.827	501	Broadcast Ct (Endeavour Elem)	Brevard County	PFB	\$626.00
70011	1.193	501	CR 503 (Dixon Blvd.)	Brevard County	TS	\$3,131.00
70011	1.193	501		Brevard County	UPS	\$100.00
70011	1.799	501	Tate St./Rosentine St.	Brevard County	TS	\$3,131.00
70011	1.799	501		Brevard County	UPS	\$100.00
70011	2.235	501	CR 5023 ( Michigan Blvd.)	Brevard County	TS	\$3,131.00
70011	2.235	501		Brevard County	UPS	\$100.00
70012	0.000	507	SR 514 (Malabar Rd.)	Brevard County	IMTS	\$4,500.00
70012	2.528	507	Palm Bay Road	Brevard County	IMTS	\$4,500.00
70014	0.025	519	I-95 SB Ramps	Brevard County	TS	\$3,131.00
70014	0.445	519	CR 502 (Barnes Blvd.)/I-95 NB Ramp	Brevard County	TS	\$3,131.00
70014	0.445	519		Brevard County	UPS	\$100.00
70020	11.519	5	Pineda Ave/ Suntree Blvd.	Brevard County	TS	\$3,131.00
70020	11.519	5		Brevard County	UPS	\$100.00
70020	13.913	5	Viera Blvd./Riverside Villas	Brevard County	TS	\$3,131.00
70020	13.913	5		Brevard County	UPS	\$100.00
70020	16.269	5	CR 502 (Barnes Blvd.)	Brevard County	TS	\$3,131.00
70020	16.269	5		Brevard County	UPS	\$100.00
70020	23.554	5	Michigan Blvd./Coquina Dr.	Brevard County	IMTS	\$4,500.00
70020	23.554	5		Brevard County	UPS	\$100.00
70020	24.250	5	SR 528 (EB off-ramp)	Brevard County	IMTS	\$4,500.00
70020	24.250	5		Brevard County	UPS	\$100.00
70020	24.421	5	SR 528 (WB off-ramp)	Brevard County	IMTS	\$4,500.00
70020	24.421	5		Brevard County	UPS	\$100.00
70020	26.644	5	Canaveral Groves/Blacks Rd.	Brevard County	TS	\$3,131.00
70020	26.644	5		Brevard County	UPS	\$100.00
70020	27.112	5	Indian Trail (Fairglen Elem) NB	Brevard County	TWB	\$313.00

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Section	MP	SR No.	Intersection	Agency	Conf.	fy 16/17
70020	27.112	5	Indian Trail (Fairglen Elem) SB	Brevard County	TWB	\$313.00
70020	27.670	5	Camp Rd.	Brevard County	TS	\$3,131.00
70020	27.670	5		Brevard County	UPS	\$100.00
70020	27.763	5	Indian River Drive (CR 515)	Brevard County	FDS	\$1,096.00
70020	29.404	5	Port St. John Plaza	Brevard County	TS	\$3,131.00
70020	29.869	5	Fay Blvd.	Brevard County	TS	\$3,131.00
70020	29.869	5		Brevard County	UPS	\$100.00
70020	30.837	5	Kings Hwy.	Brevard County	TS	\$3,131.00
70030	6.590	5	Dairy Rd.	Brevard County	TS	\$3,131.00
70030	6.590	5		Brevard County	UPS	\$100.00
70030	8.513	5	SR 46 (Main St.)	Brevard County	IMTS	\$4,500.00
70030	8.513	5		Brevard County	UPS	\$100.00
70030	8.686	5	Mims Elem./Stanley St (Ped Signal)	Brevard County	TS	\$3,131.00
70030	8.686	5	Stanley St (Mims Elem) NB	Brevard County	TWB	\$313.00
70030	8.686	5	Stanley St (Mims Elem) SB	Brevard County	TWB	\$313.00
70030	10.064	5	Brockett Rd.	Brevard County	TS	\$3,131.00
70030	10.064	5		Brevard County	UPS	\$100.00
70050	9.769	500	I-95 (SB off-ramp)	Brevard County	IMTS	\$4,500.00
70050	9.769	500		Brevard County	UPS	\$100.00
70050	9.863	500	I-95 (NB off-ramp)	Brevard County	IMTS	\$4,500.00
70050	9.863	500		Brevard County	UPS	\$100.00
70050	10.184	500	CR 511 (John Rhodes Blvd.)	Brevard County	IMTS	\$4,500.00
70050	10.184	500		Brevard County	UPS	\$100.00
70050	11.871	500	CR 509 (Wickham Rd.)	Brevard County	IMTS	\$4,500.00
70050	11.871	500		Brevard County	UPS	\$100.00
70050	11.981	500	Meadow Lane Ave.	Brevard County	IMTS	\$4,500.00
70050	11.981	500		Brevard County	UPS	\$100.00
70050	12.244	500	Dayton Blvd.	Brevard County	IMTS	\$4,500.00
70050	12.244	500		Brevard County	UPS	\$100.00
70050	12.684	500	Windover Sq./Laila Ct.	Brevard County	IMTS	\$4,500.00
70050	13.033	500	Hollywood Blvd./Evans Rd.	Brevard County	IMTS	\$4,500.00
70050	13.033	500		Brevard County	UPS	\$100.00
70050	13.301	500	McClain Dr./Melbourne Sq.	Brevard County	IMTS	\$4,500.00
70050	13.301	500		Brevard County	UPS	\$100.00
70050	13.421	500	Shoppes of W. Melbourne	Brevard County	IMTS	\$4,500.00
70050	13.421	500		Brevard County	UPS	\$100.00
70050	13.992	500	Dairy Rd.	Brevard County	IMTS	\$4,500.00
70050	13.992	500		Brevard County	UPS	\$100.00
70060	6.356	A1A	Fontaine St.	Brevard County	ICB	\$783.00
70060	15.579	A1A	First Ave (Curve Ahead)	Brevard County	TWB	\$313.00
70060	15.882	A1A	Ocean Ave./Oak St.	Brevard County	TS	\$3,131.00
70060	18.036	A1A	Grosse Point Avenue	Brevard County	TS	\$3,131.00
70060	20.657	A1A	Holy Name of Jesus	Brevard County	TS	\$3,131.00
70060	25.249	A1A	Berkley St.	Brevard County	TS	\$3,131.00
70060	25.806	A1A	Ocean Blvd.	Brevard County	TS	\$3,131.00
70060	25.806	A1A		Brevard County	UPS	\$100.00
70060	27.278	A1A	PAFB NCO Club (Ped Signal)	Brevard County	TS	\$3,131.00
70060	28.025	A1A	Fire Department	Brevard County	FDS	\$1,096.00
70060	28.853	A1A	PAFB Main Gate (4th St.)	Brevard County	TS	\$3,131.00
70060	28.853	A1A		Brevard County	UPS	\$100.00
70060	29.195	A1A	PAFB North Gate (1st St.)	Brevard County	TS	\$3,131.00
70060	29.305	A1A	PAFB Officer Club (Blockhouse Ped Signal)	Brevard County	TS	\$3,131.00
70070	2.916	524/528	Cox Rd.	Brevard County	TS	\$3,131.00
70080	1.170	A1A/401	McKinley Ave./Holman Rd.	Brevard County	TS	\$3,131.00
70080	1.653	A1A/401	Buchanan Ave./Center St.	Brevard County	TS	\$3,131.00
70080	2.031	A1A/401	Jackson Ave.	Brevard County	FDS	\$1,096.00
70080	2.110	A1A/401	CR 401 (N. Atlantic Ave.)	Brevard County	TS	\$3,131.00

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70080	2.830	A1A/401	Central Blvd.	Brevard County	TS	\$3,131.00
70080	2.830	A1A/401		Brevard County	UPS	\$100.00
70080	5.100	A1A/401	George King Blvd.	Brevard County	TS	\$3,131.00
70080	5.365	A1A/401	Charles M. Roland Dr.	Brevard County	TS	\$3,131.00
70080	5.761	A1A/401	Grouper Rd.	Brevard County	TS	\$3,131.00
70100	4.844	520	I-95 (SB off-ramp)	Brevard County	IMTS	\$4,500.00
70100	4.844	520		Brevard County	UPS	\$100.00
70100	4.920	520	I-95 (NB off-ramp)	Brevard County	IMTS	\$4,500.00
70100	4.920	520		Brevard County	UPS	\$100.00
70100	5.249	520	Cox Rd / A Lane	Brevard County	IMTS	\$4,500.00
70100	5.249	520		Brevard County	UPS	\$100.00
70100	5.844	520	Burnett Rd.	Brevard County	IMTS	\$4,500.00
70100	5.844	520		Brevard County	UPS	\$100.00
70100	6.350	520	Range Rd.	Brevard County	IMTS	\$4,500.00
70100	6.350	520		Brevard County	UPS	\$100.00
70100	10.431	520	CR 3 (Tropical Tr.)	Brevard County	IMTS	\$4,500.00
70100	10.431	520		Brevard County	UPS	\$100.00
70100	10.706	520	SR 3 (Courtenay Pkwy.)	Brevard County	IMTS	\$4,500.00
70100	10.706	520		Brevard County	UPS	\$100.00
70100	11.078	520	Holiday Plaza	Brevard County	IMTS	\$4,500.00
70100	11.078	520		Brevard County	UPS	\$100.00
70100	11.202	520	Plumosa St.	Brevard County	IMTS	\$4,500.00
70100	11.202	520		Brevard County	UPS	\$100.00
70100	11.462	520	Merritt Sq. Mall/ M.I. Shopping Ctr.	Brevard County	IMTS	\$4,500.00
70100	11.717	520	Sykes Creek Pkwy	Brevard County	IMTS	\$4,500.00
70100	11.717	520		Brevard County	UPS	\$100.00
70100	12.046	520	Kiwanis Island	Brevard County	IMTS	\$4,500.00
70100	12.603	520	Newfound Harbor Dr./Walmart Superstore	Brevard County	IMTS	\$4,500.00
70100	12.603	520		Brevard County	UPS	\$100.00
70100	12.857	520	N. Banana River Dr.	Brevard County	IMTS	\$4,500.00
70100	12.857	520		Brevard County	UPS	\$100.00
70100	13.013	520	S. Banana River Dr./Milford Pt. Dr.	Brevard County	IMTS	\$4,500.00
70100	13.013	520		Brevard County	UPS	\$100.00
70120.004	0.394	518	SR 5054 (Sarno Rd.)	Brevard County	TS	\$3,131.00
70120.004	0.394	518		Brevard County	UPS	\$100.00
70120.004	1.925	518	Wickham Rd.	Brevard County	IMTS	\$4,500.00
70120.004	1.925	518		Brevard County	UPS	\$100.00
70120.004	1.925	518	Wickham Rd. (Sabal Elem) EB	Brevard County	TWB	\$313.00
70120.004	1.925	518	Wickham Rd. (Sabal Elem) WB	Brevard County	TWB	\$313.00
70120.004	2.938	518	Croton Rd.	Brevard County	IMTS	\$4,500.00
70120.004	2.938	518		Brevard County	UPS	\$100.00
70120.004	2.938	518	Croton Rd. (Croton Elem) WB	Brevard County	TWB	\$313.00
70120.004	2.938	518	Croton Rd. (Croton Elem) EB	Brevard County	TWB	\$313.00
70120	0.093	518	I-95 (SB off-ramp)	Brevard County	IMTS	\$4,500.00
70120	0.093	518		Brevard County	UPS	\$100.00
70120	0.199	518	I-95 (NB off-ramp)	Brevard County	IMTS	\$4,500.00
70120	0.199	518		Brevard County	UPS	\$100.00
70120	0.506	518	John Rhodes Blvd.	Brevard County	IMTS	\$4,500.00
70120	0.506	518		Brevard County	UPS	\$100.00
70120	2.258	5054	Wickham Rd.	Brevard County	IMTS	\$4,500.00
70120	2.258	5054		Brevard County	UPS	\$100.00
70140	0.301	3	Merritt Ave.	Brevard County	IMTS	\$4,500.00
70140	0.301	3		Brevard County	UPS	\$100.00
70140	0.301	3	Merritt Ave (Mila Elem) NB	Brevard County	TWB	\$313.00
70140	0.301	3	Merritt Ave (Mila Elem) SB	Brevard County	TWB	\$313.00
70140	0.596	3	Hurwood Ave./Needle Blvd.	Brevard County	IMTS	\$4,500.00
70140	0.842	3	Richland Ave./ Palm Cay Plaza	Brevard County	IMTS	\$4,500.00

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70140	1.096	3	Catalina Isle Dr.	Brevard County	IMTS	\$4,500.00
70140	1.313	3	Mustang Way/Lucas Ct.	Brevard County	IMTS	\$4,500.00
70140	1.313	3		Brevard County	UPS	\$100.00
70140	1.574	3	Grove Blvd.	Brevard County	IMTS	\$4,500.00
70140	1.574	3		Brevard County	UPS	\$100.00
70140	1.949	3	Crockett Blvd./Diana Ave.	Brevard County	IMTS	\$4,500.00
70140	1.949	3		Brevard County	UPS	\$100.00
70140	2.171	3	Florida Ave./Meadows Blvd.	Brevard County	IMTS	\$4,500.00
70140	2.358	3	Spruce Ave. (Ped Signal)	Brevard County	TS	\$3,131.00
70140	2.358	3	Spruce Ave. (Divine Mercy) NB	Brevard County	TWB	\$313.00
70140	2.358	3	Spruce Ave. (Divine Mercy) SB	Brevard County	TWB	\$313.00
70140	2.843	3	Pioneer Rd.	Brevard County	IMTS	\$4,500.00
70140	2.843	3		Brevard County	UPS	\$100.00
70140	3.303	3	SR 528 (EB off-ramp)	Brevard County	IMTS	\$4,500.00
70140	3.303	3		Brevard County	UPS	\$100.00
70140	3.386	3	SR 528 (WB off-ramp)	Brevard County	IMTS	\$4,500.00
70140	3.386	3		Brevard County	UPS	\$100.00
70140	3.740	3	U Turn Signal	Brevard County	TS	\$3,131.00
70140	3.869	3	Grant Rd./Smith Rd.	Brevard County	TS	\$3,131.00
70140	5.368	3	Hall Rd.	Brevard County	TS	\$3,131.00
70140	5.368	3		Brevard County	UPS	\$100.00
70150	5.866	46	I-95 NB ramps	Brevard County	IMTS	\$4,500.00
70150	6.101	46	Holder Rd./Pine Ave.	Brevard County	IMTS	\$4,500.00
70150	6.101	46		Brevard County	UPS	\$100.00
70150	7.278	46	Broadway Ave (Mims Elem)	Brevard County	PFB	\$626.00
70150	7.350	46	Taylor Ave.	Brevard County	FDS	\$1,096.00
70180	2.485	514	I-95 (SB off-ramp)	Brevard County	IMTS	\$4,500.00
70180	2.485	514		Brevard County	UPS	\$100.00
70180	2.580	514	I-95 (NB off-ramp)	Brevard County	IMTS	\$4,500.00
70180	2.580	514		Brevard County	UPS	\$100.00
70220	16.363	I-95	CR 516 (Palm Bay Rd. @ NB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	16.363	I-95		Brevard County	UPS	\$100.00
70220	16.363	I-95	CR 516 (Palm Bay Rd. @ SB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	16.363	I-95		Brevard County	UPS	\$100.00
70220	28.566	I-95	Pineda Causeway (SB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	28.566	I-95		Brevard County	UPS	\$100.00
70220	28.566	I-95	Pineda Causeway (NB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	28.566	I-95		Brevard County	UPS	\$100.00
70220	31.100	I-95	CR 509 (Wickham Rd. @ SB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	31.100	I-95		Brevard County	UPS	\$100.00
70220	31.100	I-95	CR 509 (Wickham Rd. @ NB off-ramp)	Brevard County	IMTS	\$4,500.00
70220	31.100	I-95		Brevard County	UPS	\$100.00

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

Total Lump Sum*:	\$457,428.00
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I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or \$457,428.00

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**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 MAINTENANCE AND OPERATION**

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

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 or poles.

**Unit Compensation Rates per Intersection on the State Highway System**

FY	Traffic Signal s (TS)	Traffic Signal Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

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

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**4.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

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

**EXHIBIT C  
Reimbursement for Replacement and/or Repair of  
Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
<b>Total Lump Sum Reimbursement Amount</b>	<b>\$</b>

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

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

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

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

CONTRACT NO. ARW39  
FINANCIAL PROJECT NO. 413019-18801  
F.E.I.D. NO. F596000523018

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

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under **Resolution 2015-074** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

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

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

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

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

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

**RESOLUTION 2016- 221**

**Financial Management Number: 413019-1-88-01**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the State of Florida Department of Transportation (FDOT) and Brevard County desire to amend the Traffic Signal Maintenance and Compensation Agreement and,

**WHEREAS**, the State of Florida Department of Transportation (FDOT) has requested Brevard County to execute and deliver to the State of Florida Department of Transportation (FDOT) the Amendment to the Traffic Signal Maintenance and Compensation Agreement for the aforementioned project, FPN 413019-1-88-01.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, that Curt Smith, Chairman, of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation (FDOT) the Amendment to the Traffic Signal Maintenance and Compensation Agreement for the aforementioned project, FPN 413019-1-88-01.

**DONE, ORDERED AND ADOPTED** in regular session this 20th day of December 2016.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Scott Ellis, Clerk

  
\_\_\_\_\_  
Curt Smith, Chairman

As approved by the BOCC on 12/20/2016.