

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

750-010-22A  
TRAFFIC OPERATIONS  
07/09  
Amendment 1  
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CONTRACT NO. AM 538  
FINANCIAL PROJECT NO. 413019-8-88-01  
F.E.I.D. NO. 596000865041

**Purpose:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reviewed:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

Print/Type Name: Noranne B. Downs

Title: District Secretary

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



Sumter County  
Exhibit A  
Fiscal Year 2010/2011

Section	MP	SR No.	Intersection	Compensation (Yes or No)	Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
18010	0.568	35	CR 656	Yes	ICB	\$2,622.00	67	\$439.52
18010	14.101	35	CR 470 west	Yes	TS	\$2,622.00	50	\$1,311.00
18010	14.429	35	SR 471	Yes	ICB	\$2,622.00	100	\$656.00
18010	14.662	35	CR 470 east	Yes	TS	\$2,622.00	67	\$1,756.74
18010	22.364	35	SR 44	Yes	TS	\$2,622.00	100	\$2,622.00
18010	23.154	35	CR 44A	Yes	TS	\$2,622.00	50	\$1,311.00
18010	23.691	35	CR 466A (Cleveland Ave.)	Yes	TS	\$2,622.00	50	\$1,311.00
18010	24.971	35	CR 462 (East)	Yes	TS	\$2,622.00	67	\$1,756.74
18010	26.231	35	CR 114/CR 222	Yes	ICB	\$2,622.00	50	\$328.00
18010	27.989	35	CR 466	Yes	TS	\$2,622.00	50	\$1,311.00
18020	0.000	50	SR 471	Yes	TS	\$2,622.00	100	\$2,622.00
18030	10.750	471	CR 48	Yes	ICB	\$2,622.00	50	\$328.00
18060	8.107	48	I-75 SB ramps	Yes	TS	\$2,622.00	100	\$2,622.00
18060	8.478	48	CR 609	Yes	TS	\$2,622.00	67	\$1,756.74
18060	9.481	48	CR 311/West St.	Yes	TS	\$2,622.00	50	\$1,311.00
18060	9.999	48/475	CR 475/East Belt Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
18070	8.306	44	I-75 (SB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
18070	8.422	44	I-75 (NB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
18070	11.328	44	Industrial Drive	Yes	TS	\$2,622.00	67	\$1,756.74
18120	0.244	500	Doctor's Dr./Bella Cruz	Yes	TS	\$2,622.00	50	\$1,311.00
18120	0.532	500	NE 136th Ave/Buenos Aires	Yes	TS	\$2,622.00	50	\$1,311.00
18120	0.767	500	NE 138th Ave/CR 109	Yes	TS	\$2,622.00	50	\$1,311.00
11230	2.760	500	Morse Blvd./Boone Ct.	Yes	TS	\$2,622.00	50	\$1,311.00

\$34,998.48

**EXHIBIT B**

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

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

2.0 COMPENSATION

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

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

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

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

Unit Rates per 100% State Intersections

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

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

3.0 PAYMENT PROCESSING

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