



Control Specialists Company

Traffic Systems Since 1965

March 1, 2011

Mr. Jackey Jackson
Sumter County
319 E. Anderson Avenue
Bushnell, FL 33513

RE: 2011-2012 Traffic Signal Maintenance Agreement Extension

Dear Mr. Jackson:

This correspondence serves as your reminder that the existing Traffic Signal Maintenance Agreement that you have with Control Specialists Company is set to expire.

Per our Agreement, we will be pleased to extend the initial term for one additional year from the anniversary date, or March 1, 2011. We have reviewed your existing contract, and have determined that all prices, terms and conditions will be retained.

As I am sure that you will agree, these terms are very moderate and desire your consideration. If you are in agreement with this recommendation, please sign below and return.

Please feel free to call me if you have any questions and/or comments. I look forward to your response.

Sincerely,

CONTROL SPECIALISTS COMPANY

Joyce Moon
Technical Services Group

/jm

Accepted by:

Date: _____

A G R E E M E N T / N E W

THIS AGREEMENT made and entered into this 1ST day of March 2009 by and between SUMTER COUNTY hereinafter referred to as "OWNER" whose address is 319 E. Anderson Avenue, Bushnell, FL 33513 and CONTROL SPECIALISTS COMPANY hereinafter referred to as "CONTRACTOR" whose address is 707 Nicolet Avenue, Suite 100, Winter Park, Florida 32789.

W I T N E S S E T H:

THAT IN CONSIDERATION of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

1) Scope of Work. The Contractor shall be available on the request of the Owner to provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers, and roadway safety lighting. (Please refer to "Exhibit A" Traffic Signal Intersection Inspection form attached).

2) Term. This agreement shall be for an initial term of two (2) years from the date of the Agreement; however, the Owner shall have the right to cancel and terminate this Agreement, in its sole discretion, during the term thereof, upon giving written notice to the Contractor at least ninety (90) days prior to the intended date of termination. In the event of termination, the Contractor shall be entitled to receive payment for services and work performed and materials and/or equipment furnished under the terms of this Agreement as directed by SUMTER COUNTY up to the date of termination; provided, however, it is acknowledged that the Contractor shall not be entitled to any damage liquidated or otherwise caused as a result of such termination.

It is mutually agreed between both parties that this Agreement may be extended at the expiration of the initial term for additional one (1) year terms from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein; rates are subject to change, but not to exceed ten percent (10%) in a given year. The Contractor shall give notice in writing, within ninety (90) days, of its intentions to renew this Agreement at the expiration date of each year's renewal. The Owner shall, within thirty (30) days after receipt of said written notice by the Contractor, give notice in writing rejecting or consenting to said renewal. Failure of either party to give such written notice within said time period shall result in automatic termination of the Agreement.

3) Prosecution of Work. The Contractor shall prosecute the work under this Agreement in the following manner:

- a) The Contractor certifies that it is a full-time specialized contractor in the State of Florida, and is pre-qualified by the Florida Department of Transportation to perform said work and has the capability and expertise to install and maintain traffic signals for SUMTER COUNTY.
- b) The Contractor shall provide emergency repair, planned maintenance, and new installations of traffic lights, caution lights, school flashers, and roadway safety lighting as requested and directed by SUMTER COUNTY's designated personnel, hereinafter referred to as "Director".
- c) The Contractor shall provide qualified employees of the Contractor who shall be available at all times, day and night, for on-site consultation with the Director about traffic signal problems. The Contractor shall furnish the name and telephone number of such representatives to the Director upon execution of this Agreement.
- d) The Contractor shall at all times, maintain emergency response vehicles which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle shall have rotating beacons on front and center or rear.
- e) The Contractor, in performing any work under this Agreement, shall utilize protective signing, flashers, cones, and flag persons in compliance with the "Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance, and Utility Operation", Sections 1 through 15, published by the Florida Department of Transportation.
- f) The Contractor shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and construction liaison when needed.
- g) The Contractor shall promptly notify the Director of the disablement of any piece of equipment of any system due to an accident or other cause, such as damaged cable, broken parts, or other difficulties, when such piece of equipment cannot be readily repaired, making it necessary to discontinue operation of all or part of the installation.
- h) The Contractor shall promptly report to the Director any unauthorized construction or repair work by others on SUMTER COUNTY's equipment being maintained under this Agreement. The Contractor shall also report any construction or repair work in progress that may endanger or damage the equipment of the Owner's system.

i) The Contractor shall act in the best interest of the Owner in selection of material and equipment, which has been authorized for purchase by the Director. Also, the Contractor shall advise and assist the Director regarding the settlement of claims on defective materials and equipment used in traffic signal, school flasher, and highway safety equipment when purchased by the Contractor.

4. Job Numbers:

a) The Contractor, prior to commencement on any routine maintenance, shall receive a Purchase Order Number from the Director. Upon completion of the work, the Contractor shall notify the Director of the scope, nature, and cost of such work performed.

b) The Contractor, at the end of every month, shall submit to the Director for approval for payment, a copy of all invoices. A separate invoice shall be used to identify each job.

c) The Contractor shall be issued a separate Purchase Order and Job Number prior to the commencement of any work to be performed for non-routine maintenance, construction, major repairs and capital purchases. These Job Numbers shall be obtained only from the Director. If the Director orally directs that a repair be made during non-working hours, a formal Job Number shall be issued to the Contractor the next normal day of operation to cover such work as was duly authorized.

5) Compensation. The Owner shall pay the Contractor for work the Contractor performed pursuant to Owner's requests as follows:

a) The Owner shall pay the Contractor \$70.00/man hour per hour for regular time emergency maintenance. Regular time emergency maintenance shall be for all maintenance and construction on which the Contractor is provided less than five (5) working days notice.

b) The Owner shall pay the Contractor \$96.00/man hour per hour for overtime emergency maintenance. Overtime emergency maintenance shall be maintenance and construction for which the Contractor has been given less than five (5) working days' notice and the work shall be performed after four o'clock PM (4:00PM) and before seven-thirty AM (7:30AM), and on all weekends and legal holidays. For a day to be considered a holiday under this provision, the Contractor must declare the day a holiday for all of their personnel, and shared with the Owner upon the start of the Agreement.

c) The Owner shall pay the Contractor \$77.00/month flat rate per intersection for planned maintenance. Each intersection shall be visited one (1) time per month whereby the Contractor will visually inspect all traffic signal equipment and components; thereby preventative malfunction action will be enacted.

d) For the Contractor to be compensated at the rates described in paragraphs a, b, or c above, the Contractor shall provide at least one qualified employee who shall perform the work together with tools and equipment and one service vehicle. The Contractor may charge the Owner for travel time to the work site.

e) In the case of the installation of new equipment, the Contractor, upon the request of the Director, shall make an inspection of the new equipment at the time of activation to assure the Owner that the new equipment is in proper working order. This service shall be compensated at a rate of \$110.00/man hour per hour.

f) The notice required under this Agreement for emergency maintenance of planned maintenance may be furnished by the Director or his duly authorized representative by telephoning the Contractor at (407) 628-1965. The Contractor shall have a person or device available at this number twenty-four (24) hours a day to receive telephone messages from the Owner. The Owner may also give notice to the Contractor by sending a letter by mail to the Contractor to 707 Nicolet Avenue, Suite 100, Winter Park, Florida 32789. The time period for notice shall begin to run when the Director or his representative places the call or sends the letter by mail.

6) Materials and Equipment.

a) The Owner shall pay to the Contractor the actual cost of all materials furnished by the Contractor which are an integral part to the finished work, plus shipping to which 25% shall be added for amounts up to \$500.00, 20% for amounts between \$501.00 and \$2,000.00, and 15% for all amounts equal to, or in excess of \$2,001.00 said amounts to consist of the cost per items or unit which is normally sold or furnished as an integral unit. The Owner, however, reserves the right to purchase material to be held as inventory by the Contractor and installed as directed by Owner.

b) The Director may inspect the Contractor's maintenance shop and storage area on a daily basis to insure the Contractor has adequate inventory or parts and equipment of its own to furnish service under this Agreement. The Director may also hold inspections to ascertain that all Owner supplied equipment has been properly located, maintained, and used.

c) The Contractor shall be financially responsible for

any damage to Owner's materials or equipment arising out of, or due to, the negligence of the Contractor or his agents and employees.

d) Any and all parts replaced by the Contractor shall be maintained and available for Owner's inspection for a period of at least sixty (60) days.

e) The Contractor shall extend to the Owner the same warranty on all materials and equipment furnished under this Agreement which the manufacturer extends to the Contractor, or purchases, whichever is greater. The Contractor shall guarantee its workmanship under this Agreement for a period of one (1) year.

f) The Contractor shall charge the prevailing rental rate to the Owner on all standard construction equipment. The following specialized traffic light equipment shall be charged to the lesser of the prevailing rental rate for the Owner or the following designated cost per hour:

(1) Bucket Truck	\$ 88.00 per hour
(2) Lift Truck	\$ 88.00 per hour
(3) Auger/Crane Truck	\$125.00 per hour
(4) Service Vehicle	\$ 50.00 per hour

7) Extra Work. It is understood and agreed under this Agreement that the Contractor shall hold itself ready at all times to perform emergency planned maintenance for the Owner on traffic lights, caution lights, school flashers, and roadway safety lighting. In addition, the Owner shall have the Contractor perform the installation and construction of new equipment for the Owner under this Agreement. This includes major repairs or major changes in any system. The new construction or major repairs shall be performed only after receiving written notice from the Owner. The Owner shall reimburse the Contractor for its work at the rate established in this Agreement for planned maintenance on an hourly basis and shall reimburse the Contractor for costs for materials and equipment in accordance with paragraph 6.2 of this Agreement. If the Contractor desires to perform any work or project involving new installations or major repairs, the Contractor shall furnish the Owner a firm price for all the work necessary to perform such major repair or to complete such new construction.

8) Time and Charges. If it becomes necessary to install a

all times during the term of this Agreement, without cost or expense to the Owner, policies, of insurance generally known as public liability policies, insuring the Contractor against any and all claims, demands and causes of action whatsoever for injuries received and damage to property in connection with this Agreement. Said policies of insurance shall insure the Contractor in the amount of not less than \$1,000,000.00 per person and in the amount of not less than \$1,000,000.00 to cover any and all claims arising in connection with any particular accident or occurrence, and property damage insurance in the amount of \$1,000,000.00. The Contractor shall provide and maintain Workers' Compensation insurance as required by Florida State Statute 440. The Owner shall be entitled to thirty (30) days notice of any change or cancellation in said policies. The Owner shall be named as additional insured under any and all public liability policies.

13) Final Payment. The Owner shall hold the final payment due the Contractor until all equipment has been inspected and inventoried which the County furnished under this Agreement. The costs of any equipment unaccounted for, or deficiencies in workmanship during the year, shall be subtracted from the final Agreement payment. A complete inventory, including a list of all field and traffic equipment supplied by the Owner shall be made to the beginning and termination of the Agreement.

14) Independent Contractor. The Contractor shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be in any way construed to constitute the Contractor, or any of its agents or employees as the agent, employee, or representative of the Owner.

The Contractor agrees that they shall be solely responsible to parties with whom they shall deal in carrying out the terms of this Agreement and shall be responsible for the agreements they shall make with the third party or for those obligations incurred by the Contractor to such third parties in carrying out the terms of this Agreement.

15) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall have a right to terminate this Agreement by giving written notice to the Contractor of such termination, specifying the effective date of thereof, at least ten (10) days before the effective date of such termination.

16) Personal Service Contract. This Agreement is not

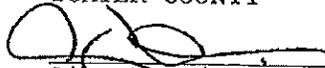
assignable by the Contractor without the expressed written consent of the Owner.

17) Entire Agreement. It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or that in any way modifies, carries, alters, enlarges or invalidates any provision hereof.

18) Severability. In the event a Court to Competent Jurisdiction finds any sentence, provision, paragraph, or section of this Agreement null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph, or section has been omitted from this Agreement.

19) Default. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including a reasonable attorney's fee, incurred by the prevailing party enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level. Venue and jurisdiction are agreed by the parties to be only in Sumter County, Florida, except that Federal jurisdiction and venue, when applicable, shall only be in the Middle District of Florida, Tampa Division. The Contractor hereby specifically waives its right to institute any action of any kind or nature whatsoever against the Board in any other State of Federal Court or administrative tribunal."

SUMTER COUNTY

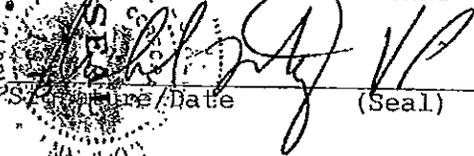


Signature/Date

JAN 27 2009

(Seal)

CONTROL SPECIALISTS COMPANY



Signature/Date

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