

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

CONTRACT NO. AR174  
 FINANCIAL PROJECT NO. 41351718816  
 F.E.I.D. NO. F596000325003

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

**WITNESSED:**

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

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

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

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

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

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

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

5. The Maintaining Agency shall be responsible for basic maintenance functions such as replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; and all signal related issues (lighting, signs and connections).

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

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

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the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

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

9. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 2. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

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

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

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

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

13. 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.

14. 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.

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

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

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

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

18. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report on April 1 of each year detailing the following:

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

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

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

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

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

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

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

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

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

**STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION**

CITY OF GAINESVILLE, Florida  
(Maintaining Agency)

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

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

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

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

Reviewed:

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

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

Print/Type Name: Jerry Ausher, P.E.

Title: District Traffic Operations Engineer

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

Legal Review:

\_\_\_\_\_

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EXHIBIT A						
TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 14/15						
Effective Date: 07/01/2014 To: 06/30/2015						
Maintaining Agency: CITY OF GAINESVILLE						
Intersection Locations	Agency Responsible for Periodic Maintenance (FDOT or Maintaining Agency)	Compensation (Yes or No)	Device Type	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate X Percent)
SR120, NW 23RD AVE. at SR25, (US441) 13TH ST.		Yes	TS	\$2,951.00	75.00%	\$2,213.25
SR120, NW 23RD AVE. at SR 20, NW 6TH STREET		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR120, NW 23RD AVE. at NW 2ND STREET		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR120, NE 23RD AVE. at CR329, N. MAIN ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR120, NE 23RD AVE. at NE 9TH STREET		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR120, NE 23RD AVE. at NE 12TH ST.		Yes	PFB	\$295.00		\$295.00
SR120, NE 23RD AVE. at NE 15TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR120, NE 23RD AVE. at SR24, WALDO RD.		Yes	TS	\$2,951.00	75.00%	\$2,213.25
SR226, SW 16TH AVE. at SR24, ARCHER RD.	Agency	Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR226, SW 16TH AVE. at SHEALY DR.	Agency	Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR226, SW 16TH AVE. at VA HOSPITAL DR.	Agency	Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR226, SW 16TH AVE. at SW 16TH ST.	Agency	Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR226, SW 16TH AVE. at SR25, SW 13TH ST.	Agency	Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR226, SW 16TH AVE. at SW 6TH ST.		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR226, SW 16TH AVE. at S MAIN ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR226, SW 16TH AVE. at SR331, WILLISTON RD.	Agency	Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR222, NW 39TH AVE. at NW 43RD ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR222, NW 39TH AVE. at SR121, NW 34TH ST.		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR222, NW 39TH AVE. at NW 29TH TERR.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR222, NW 39TH AVE. at NW 24TH BLVD.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR222, NW 39TH AVE. at NW 19TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR222, NW 39TH AVE. at SR25, (US441) NW 13TH ST.		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR222, NW 39TH AVE. at NW 6TH ST.		Yes	PFB	\$295.00		\$295.00
SR222, NW 39TH AVE. at SR20, NW 6TH ST.		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR222, NW 39TH AVE. at NE 2ND ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR222, NW 39TH AVE. at C-329, N. MAIN ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR222, NE 39TH AVE. at NE 15TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR222, NE 39TH AVE. at SR24, WALDO RD.		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR25, (US441) SW 13TH ST. at SW 14TH DR.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) SW 13TH ST. at SR24, ARCHER RD.		Yes	TS	\$2,951.00	75.00%	\$2,213.25

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SR25, (US441) SW 13TH ST. at SW 9TH AVE/DIAMON		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) SW 13TH ST. at SW 8TH AVE/MUSEU		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) SW 13TH ST. at SW 5TH AVE/INNER D		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) SW 13TH ST. at SW 4TH AVE/STADIU		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) SW 13TH ST. at SW 2ND AVE/UNION R		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) 13TH ST. at SR26, UNIVERSITY AVE.		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR25, (US441) NW 13TH ST. at NW 3RD AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) NW 13TH ST. at NW 5TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) NW 13TH ST. at NW 7TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) NW 13TH ST. at NW 10TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) NW 13TH ST. at NW 16TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) NW 13TH ST. at NW 19TH LN.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) NW 13TH ST. at MALL ENT./NW 26TH		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR25, (US441) NW 13TH ST. at NW 29TH RD.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20/329, N. MAIN ST. at N. 1ST AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20/329, N. MAIN ST. at N. 2ND AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20/329, N MAIN ST. at N. 8TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20, NW 6TH ST. at SR20, (EAST)/NW 8TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20, NW 6TH ST. at NW 10TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20, NW 6TH ST. at NW 16TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20, NW 6TH ST. at SR222, NW 39TH AVE.		Yes	PFB	\$295.00		\$295.00
SR20/25, (US441) at C-232/NW 53RD AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20/25, (US441) at SR121, NW 34TH ST/FHP STATIO		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR20/25, (US441) at NW 23RD ST.		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR331, WILLISTON RD. at SE 4TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR331 at SE 11TH AVE		Yes	PFB	\$295.00		\$295.00
SR331, WILLISTON RD. at SE 7TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR331, WILLISTON RD. at SE 4TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR331, WILLISTON RD. at SE 2ND AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR331, WILLISTON RD. at SR26, UNIVERSITY AVE.		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR24, WALDO RD. at NE 8TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR24, WALDO RD. at NE 12TH AVENUE/WAL-MART		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR24, WALDO RD. at NE 16TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR24, WALDO RD. at NE 49TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR24, WALDO RD. at NE 53RD AVE.		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR26, NEWBERRY RD. at SR93, (I-75) SB RAMPS		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR26, NEWBERRY RD. at SR93, (I-75) NB RAMPS		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR26, NEWBERRY RD. at NW 69TH TERR.		Yes	TS	\$2,951.00	50.00%	\$1,475.50

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SR26, NEWBERRY RD. at OAKS MALL W. ENT.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, NEWBERRY RD. at NW 66TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, NEWBERRY RD. at NW 62ND. ST.		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR26, NEWBERRY RD. at NW 60TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, NEWBERRY RD. at NW 57TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, NEWBERRY RD. at NW 55TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, NEWBERRY RD. at NW 8TH AVE/NW 53RD TE		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, NEWBERRY RD. at NW 48TH BLVD		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, NEWBERRY RD. at NW 43RD/NW 44TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, NEWBERRY RD. at NW 39TH RD.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at W. 38TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at SR26A, (SW 2ND AVE.)		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR26, UNIVERSITY AVE. at W. 36TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at SR121, W. 34TH ST.		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR26, UNIVERSITY AVE. at NW 26TH ST.		Yes	TWB	\$148.00		\$148.00
SR26, UNIVERSITY AVE. at NW 24TH ST.		Yes	TWB	\$148.00		\$148.00
SR26, UNIVERSITY AVE. at NW 22ND ST.		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR26, UNIVERSITY AVE. at NW 21ST TERR./2ND AVE		Yes	TS	\$2,951.00	75.00%	\$2,213.25
SR26, UNIVERSITY AVE. at GALE LEMERAND DR (NO		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR26, UNIVERSITY AVE. at NW. 18TH ST./FLETCHER		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at NW. 17TH ST/BUCKMAN		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at NW. 15TH ST.		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR26, UNIVERSITY AVE. at W. 12TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at W. 10TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at W. 8TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at W. 6TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at W. 3RD ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at W. 2ND. ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at W. 1ST ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at MAIN ST.		Yes	TS	\$2,951.00	75.00%	\$2,213.25
SR26, UNIVERSITY AVE. at E. 1ST ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at E. 3RD ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at E. 7TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, UNIVERSITY AVE. at E. 9TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26A, SW. 2ND AVE. at SW 36TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26A, SW. 2ND AVE. at SW. 25TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20, HAWTHORNE RD/SR26 EAST at SE 14TH ST.		Yes	TS	\$2,951.00	60.00%	\$1,770.60
SR20, HAWTHORNE RD. at SE 15TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

SR20, HAWTHORNE RD. at SE 3RD.AVE./SE 18TH ST.		Yes	TS	\$2,951.00	40.00%	\$1,180.40
SR20, HAWTHORNE RD. at SE 24TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20, HAWTHORNE RD. at SE 27TH ST.		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR24, ARCHER RD. at SR93, I-75 SB OFF RAMP		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR24, ARCHER RD. at SR93, I-75 NB OFF RAMP		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR24, ARCHER RD. at SW 40TH BLVD.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR24, ARCHER RD. at SW 37TH BLVD.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR24, ARCHER RD. at SW 35TH BLVD.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR24, ARCHER RD. at SR121, ( 34TH ST.)		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR24, ARCHER RD. at SW 23RD TERRACE		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR24, ARCHER RD. at 23RD DRIVE/MOWERY DRIVE		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR24, ARCHER RD. at GALE LEMERAND DR.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR24, ARCHER RD. at V.A. HOSP./CENTER		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR24, ARCHER RD. at SW 16TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR24, ARCHER RD. at NEWELL DR.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121 at NW 67TH PLACE		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR26, E. UNIVERSITY AVE. at SE 15TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR26, E. UNIVERSITY AVE. at NE 25th ST.		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR331/121, WILLISTON RD. at SR93, (I-75) SB OFF RA		Yes	TS	\$2,951.00	75.00%	\$2,213.25
SR331/121, WILLISTON RD. at SR93, (I-75) NB OFF R		Yes	TS	\$2,951.00	75.00%	\$2,213.25
SR331, SW WILLISTON RD. at SR121, SW 34TH ST./C		Yes	TS	\$2,951.00	75.00%	\$2,213.25
SR331, SW WILLISTON RD. at SW 25TH TERRACE		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR331, SW WILLISTON RD. at SW 23RD ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121, SW 34TH ST. at SW 47TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121, SW 34TH ST. at SW 42ND AVE./SW 42ND PL.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121, SW 34TH ST. at SW 39TH BLVD		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121, SW 34TH ST. at SW 35TH PLACE		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121, SW 34TH ST. at WINDMEADOWS RD.		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR121, SW 34TH ST. at SW 20TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121, SW 34TH ST. at HULL RD.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121, SW 34TH ST. at RADIO RD.		Yes	TS	\$2,951.00	66.67%	\$1,967.33
SR121, SW 34TH ST. at SR26A, SW 2ND AVE.		Yes	TS	\$2,951.00	100.00%	\$2,951.00
SR121, NW 34TH ST. at NW 8TH AVE.		Yes	PFB	\$295.00		\$295.00
SR121, NW 34TH ST. at NW 8TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121, NW 34TH ST. at NW 15TH AVE		Yes	PFB	\$295.00		\$295.00
SR121, NW 34TH ST. at NW 16TH AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121, NW 34TH ST. at NW 37TH AVENUE/31ST BLV		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR121, NW 34TH ST. at NW 53RD AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50



**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

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SR 121/NW 34th Blvd at NW 23rd St		Yes	TS	\$2,951.00	50.00%	\$1,475.50
Total Lump Sum				\$245,031.62		

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$245,031.62.

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

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

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

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

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

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

**Unit Rates per 100% State Intersections**

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

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

**3.0 PAYMENT PROCESSING**

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