

TRAFFIC ENGINEERING SERVICES AGREEMENT

THIS TRAFFIC ENGINEERING SERVICES AGREEMENT, made and entered into this ____ day of _____, A.D., 2006, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “County”, and the City of Gainesville, a Florida municipal corporation, hereinafter referred to as the “City”;

WITNESSETH:

WHEREAS, Chapter 163, Florida Statutes, authorizes public agencies, including counties and cities, to enter into agreements to provide services and to exercise jointly the power, privilege, or authority they share in common and which each might exercise separately; and,

WHEREAS, the County and the City have previously operated under a similar type agreement, dated September 22, 1998; and,

WHEREAS, the County and the City wish to continue the scope of services provided under such a contract;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein to be performed by the respective parties hereto and other good and sufficient consideration, the parties mutually agree and covenant as follows:

Section 1. Term. This Agreement shall be effective upon execution by both parties and shall remain in effect for the period October 1, 2006, through September 30, 2007, unless terminated at an earlier time as specified herein.

Section 2. Services Provided By City. The City agrees to perform the following services pursuant to this Agreement:

a. Preventative Signal Maintenance & Routine Repair

(1) The City shall perform preventative maintenance and routine and emergency repair on specific county-owned traffic signals, flashing school beacons and flashing warning beacons within the unincorporated area of the County. These locations to be maintained or repaired as required are identified in Attachment A hereto. Such maintenance shall be on an equal priority basis with those traffic devices located within the corporate limits of the City; provided, however, the City’s Transportation Services Manager, or designee, shall make all determinations on the priority of any maintenance of all traffic signals, both within or without the corporate limits of the City. The City shall repair all specified non-operative or malfunctioning traffic signals, flashing school beacons, and flashing warning beacons located in the unincorporated area of the County after notification to the City’s Transportation Services Manager of the need for such repairs by the County, the State, or other entity or individual. The specified traffic signals, flashing school beacons, and flashing warning beacons within

the unincorporated area of Alachua County shall remain the property of the County, except that it is understood and agreed by the parties that the City may remove any component of the installed equipment for repair and, if replaced, used or worn-out parts may be disposed of by the City. Costs for the work under this section shall be paid to the City by the County in accordance with Section 4.a. of this Agreement.

(2) If extraordinary repair activities are required for the County's specified traffic signals, flashing school beacons and flashing warning beacons, the City will make the best effort practical to repair the device. If the City cannot perform or complete the extraordinary repair required in a timely and efficient manner, the City's Transportation Services Manager, or designee, will inform the County Public Works Director, or designee, in writing of the situation and recommend a course of action. Extraordinary repair activities are defined in Attachment B hereto, and normally involve the use of specialized or heavy equipment that the City's Traffic Signal Section does not have readily available. Extraordinary repair activities would also include repairs required as a result of severe weather including, but not limited to, tornadoes, hurricanes, and windstorms. Costs for the work under this section shall be paid to the City by the County in accordance with Section 4 of this Agreement.

(3) Upon request by the County's Public Works Director, the City may, at the discretion of the City's Transportation Services Manager, or designee, design or install new traffic signals, flashing school beacons and flashing warning beacons, or components thereof, in the unincorporated area of the County. Costs for work under this section shall be paid to the City by the County in accordance with Section 4 of this Agreement.

b. Traffic Volume and Speed Studies. Upon the written request of the County's Public Works Director to the City's Transportation Services Manager, the City may, at the discretion of the City's Transportation Services Manager, or designee, conduct various traffic volume and speed studies on County roads utilizing the City's mechanical traffic counters. The types of counts for such studies are as follows:

(1) Counts of intersection approach volumes for up to four (4) approaches at fifteen-minute time intervals for up to twenty-four (24) hours. The cost per count is [\\$100.00](#).

(2) Two-way volume counts. Non-directional counts will be taken at fifteen-minute intervals for up to twenty-four (24) hours. The cost per count is [\\$100.00](#).

(3) Directional counts on a roadway will be taken for fifteen-minute time intervals for up to twenty-four (24) hours. Cost per count is [\\$100.00](#).

(4) Trip generation counts. Trip generation or ingress/egress counts will be taken either for a two-way or a directional count for fifteen-minute time intervals up to twenty-four (24) hours. Cost per count is [\\$100.00](#).

(5) Classification counts will be conducted to determine the vehicular mix of traffic. These counts will be conducted for a period up to twenty-four (24) hours. Cost per count is [\\$100.00](#).

(6) Speed studies (counts) will be taken to determine either the directional or two-way traffic speeds for a period between twenty-four to forty-eight hours. Cost per count is [\\$100.00](#).

The total number of such studies (counts) described in Section 2.b. during the period of this Agreement shall not exceed ten (10) per year. The written request to the City's Transportation Services Manager shall specify the requirements of the study, the location of the study and the time or date when the study should be conducted. If special hours for such study are required, then such hours are to be provided in the written request. Where both parties agree in writing, exceptions to the study schedule or times of such study as requested by the County's Public Works Director may occur. The traffic volume and speed studies described in this section will be conducted in the unincorporated area of Alachua County.

The cost for the traffic volume and speed studies does not include costs for damage/vandalism/stolen items, etc. The County will pay to the City the actual replacement costs plus 12% for any damaged and/or stolen equipment.

c. Accident Surveillance Studies. Upon the written request of the County's Public Works Director, the City may, at the discretion of the Transportation Services Manager, or designee, conduct the following accident related studies in the Gainesville Urban Area.

(1) A condition diagram of intersection conditions, which shall be prepared, based on plans and field measurement. Cost per condition diagram is [\\$100.00](#).

(2) Collision diagrams will be prepared for intersections based on traffic accident records which will be obtained either by the City or the County from various law enforcement agencies. The cost per collision diagram is [\\$200.00](#).

(3) Accident summaries, which can be prepared either manually or with computer, aid to tabulate the accident history at various intersections. The cost per intersection accident tabulation is [\\$50.00](#).

The City at the City's expense will conduct any of these traffic accident-related studies at roads or intersections within the city limits of the City of Gainesville.

The number of such studies performed for the County as described in Section 2.c. during the period of this Agreement shall not exceed ten (10) per year.

d. Limited Traffic Signal Design. Upon the written request of the County to the City's Transportation Services Manager, the City may, at the discretion of the City's Transportation Services Manager, or designee, perform limited design services for new traffic signal installations or modification of existing traffic signals. Included in such design services are traffic signals, flashing school beacons and flashing warning beacons. Such designs shall be composed of two elements. The first is a

conceptual layout and phasing of the traffic signal operation. The second element will be the preparation of the construction plans and specifications, which can be utilized, in the bidding process. The fee for preparation of the conceptual design for traffic signals is \$1,000.00. The fee for preparation of construction plans for traffic signals (not including structural design) is \$1,500.00. The fee for preparation of the conceptual design for flashing school beacons and flashing warning beacons is \$500.00. The fee for preparation of construction plans and inspection services for flashing school beacons and flashing warning beacons is \$1,500.00. Requests for these types of services shall be limited to three (3) conceptual designs and preparation of three (3) sets of construction plans per year.

e. Limited Traffic Signal Construction. Upon the written request by the County's Public Works Director to the City's Transportation Services Manager, the City, at the discretion of the City's Transportation Services Manager, or designee, may conduct limited construction of new traffic signal installations or modifications of existing signalized intersections. The types of construction activity to be included as limited construction activity are as follows:

- (1) Installation of traffic signal poles;
- (2) Installation of overhead traffic signal equipment and inductive loops in pavement;
- (3) Underground and above ground conduit;
- (4) Junction boxes;
- (5) Overhead signs;
- (6) Post-mounted signs;
- (7) Pedestrian poles;
- (8) Ground-mounted control cabinets;
- (9) Post-mounted control cabinets.

This construction activity includes traffic signals, flashing school beacons and flashing warning beacons. At the discretion of the City's Transportation Services Manager, the labor and materials can be provided totally by the City of Gainesville or partially subcontracted prior to authorization by the City's Transportation Services Manager and the Alachua County's Public Works Director to proceed with the work. The City's Transportation Services Manager shall provide the County's Public Works Director with a written estimate of the cost to complete the work. At the request of the County's Public Works Director, the City will procure and store spare parts or other traffic signal equipment for the County. The City will provide the County with a written quotation of the price to procure such equipment.

Cost for the work under this section shall be paid to the City by the County in accordance with Section 4 of this Agreement.

f. Installation of Thermoplastic Pavement Markings. Upon written request by the County's Public Works Director, the City may, at the discretion of the Transportation Services Manager, or designee, install thermoplastic pavement markings on Alachua County maintained roads in the

unincorporated area of Alachua County. Requests for this service will be limited to jobs that can be completed in one (1) work day, including travel to and from the site (intersection markings, stop bars, school zones, etc.).

The cost for this service will be based on the time to install the thermoplastic material (travel time plus amount of actual work time) plus amount of thermoplastic material used. The hourly rate for this pavement marking activity for fiscal year 2006-07 is \$75.23. This hourly rate consists of labor (Traffic Signs & Marking Technician II at \$18.22/hour and two Traffic Signs & Markings Technician I's at \$16.50/hour each, including fringe benefits) plus 25% and equipment at \$10.00/hour plus 12%. The material cost equals the actual material cost plus 12%. The minimum time increment that will be billed for this activity is four (4) hours. This activity will be billed on a per month basis.

Section 3. Services Provided By County. The County agrees to perform the following services pursuant to this Agreement.

a. Traffic Signal Mast Arm Pole Design. Upon the written request of the City's Transportation Services Manager, or designee, the County may, at the discretion of the County Engineer, or designee, prepare traffic signal mast arm pole design plans. The City will provide the basic engineering information required for this design work (elevations, length of arm, utility locations, numbers of signs and traffic signal heads on arm, etc.) The fee for preparation of traffic signal mast arm pole design plans will be \$1,000.00 per pole. This charge will be considered a credit to the County and deducted from the next month's bill.

Section 4. Compensation. In addition to the compensation provided for in Section 2 of this Agreement, the County shall reimburse the City for the maintenance and repair activities provided in Section 2.a. of this Agreement in the following manner:

a. Preventative Maintenance and Routine Repair. The County will pay to the City for preventative maintenance and routine and emergency repair services described in Section 2.a. eleven thousand, eight hundred twenty-one dollars and twenty-three cents (\$11,821.23) each month. The basis for this monthly payment is calculated in Attachment C. The County shall also pay for the cost of any necessary replacement parts or other signal equipment, which is installed for the County. The charges for the replacement parts or other signal equipment shall be increased by twelve percent (12%) to cover the City's indirect costs for providing the replacement parts or other equipment. If, in order to maintain the repair of the County's traffic signals, the City is required to keep on hand equipment and/or parts in addition to those usually kept on hand by the City for the maintenance and repair of its own traffic signals, the County shall be responsible for payment of additional equipment and/or parts at the time they are actually purchased by the City. Parts or equipment purchased by the County or by the City, but paid for by the County shall become the property of the County. Except in emergency situations, County parts or equipment shall not be used on any traffic signals other than County traffic signals without the written

permission of the County's Public Works Director. The City shall be required to replace any County-owned parts or equipment, which are used on City traffic signals and beacons. If parts or equipment purchased by the County are damaged or destroyed while being used on City traffic signals and beacons, the City shall replace the damaged or destroyed items at no extra charge for the item.

The City's Transportation Services Manager shall furnish the County's Public Works Director by the fifteenth (15th) of the month following the month in which the services were rendered a detailed invoice listing all the equipment and/or parts for which the County is being billed.

b. Extraordinary Repair Activities. The County will reimburse the City for extraordinary repair activities based on the following:

- 1) Labor (including fringe benefits) plus 25% overhead;
- 2) Materials and equipment plus 12% overhead.

All such equipment and/or parts purchased by the City for which payment is made by the County shall become the property of the County. The City shall furnish to the County an invoice for extraordinary repair activities.

c. Installation of New Traffic Signals, School Flashers & Warning Beacons or Components. The County will reimburse the City for installation services based on the following:

- 1) Labor (including fringe benefits) plus 25% overhead;
- 2) Materials and equipment plus 12% overhead.

All such equipment and/or parts purchased by the City for which payment is made by the County shall become the property of the County.

The City's Transportation Services Manager shall furnish the County's Public Works Director, by the fifteenth (15th) of the month following the month in which any service is rendered, a detailed invoice listing all equipment, and/or parts, hours, or studies for which the County is being billed.

Section 5. Invoice and Payment. All invoices referenced herein shall be mailed or delivered to:

Alachua County Public Works
Finance and Accounting
P. O. Box 1188
Gainesville, Florida 32602-1188

Payment of invoices referenced herein shall be made within thirty (30) days from the date of the invoice and shall be submitted to:

City of Gainesville
Finance Department, MS 47
Post Office Box 490
Gainesville, Florida 32602

Payment shall be made in accordance with Florida Statutes, Prompt Payment Law.

Section 6. Termination. This Agreement may be terminated with or without cause at the will of either the County or the City upon one hundred eighty (180) days written notice to the other party.

Section 7. Representatives. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's representative and City's representative are:

County: Public Works Director
Post Office Box 1188
Gainesville, Florida 32602-1188

City: Brian D. Kanely
Transportation Services Manager
Post Office Box 490 - MS 58
Gainesville, Florida 32602

or their designees. A copy of any notice hereunder shall also be sent to:

J. K. "Buddy" Irby
Clerk of the Circuit Court
Post Office Box 939
Gainesville, Florida 32602

Section 8. Sovereign Immunity. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

Section 9. Amendment. Any change or modification to this Agreement shall be in writing and executed by both parties.

Section 10. Filing of Agreement. The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the official records of Alachua County, as required by Section 163.01 (11), Florida Statutes.

Section 11. Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties with reference to the project and supersedes any and all prior communications, discussions, negotiations, understanding, or agreements. This Agreement may only be changed or amended by mutual written agreement.

Section 12. Severability and Non-waiver. If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision, and shall not be construed as a modification of the terms of this Agreement.

Section 13. Successors and Assigns. Neither party shall assign its rights hereunder, nor shall it delegate any of its duties hereunder without the written consent of the other party. Subject to the

provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the City.

Section 14. No Third Party Beneficiaries. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

Section 15. Project Records. All records relating in any manner whatsoever to the Agreement, which are in the possession of the City or the City’s consultants, shall be made available to the County for inspection and copying upon written request of the County, and shall be kept for a period of three years after the completion of all work to be performed. Additionally, said records shall be made available, upon request by the County, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records.

IN WITNESS WHEREOF, the parties have caused this Traffic Engineering Services Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____
Board of County Commissioners
_____, Chair

ATTEST:

APPROVED AS TO FORM

J. K. “Buddy” Irby, Clerk
(Seal)

Alachua County Attorney

CITY OF GAINESVILLE

By: _____
Russ Blackburn, City Manager

WITNESS:

APPROVED AS TO FORM AND LEGALITY

By: _____
Title

City Attorney

ATTACHMENT A - SERVICE LOCATIONS

Traffic Signals

1. Newberry Road & 75th Street (Tower Road)	
2. Newberry Road & 76th Boulevard (Newberry Square)	
3. Newberry Road & 98th Street	
4. Newberry Road & Fort Clarke Boulevard	
5. Archer Road & I-75 West Ramp	
6. Archer Road & 75th Street	
7. Williston Road & SW 13th Street	
8. SW 20th Avenue & 34th Street	
9. SR 26 & US 301 (Orange Heights)	
10. NW 39th Avenue & 83rd Street	
11. NW 39th Avenue & 98th Street	
12. SW 34th Street & Windmeadows Drive	
13. NW 23rd Avenue & 83rd Street	
14. SW 75th Street & 24th Avenue	
15. Hawthorne Road & 43rd Street	
16. SR 26 & CR 241 (Jonesville)	
17. NW 39th Avenue & I-75 East Ramp	
18. NW 39th Avenue & I-75 West Ramp	
19. NW 39th Avenue & 51st Street	
20. SW 75th Street & 46th Boulevard	
21. SW 75th Street & Tower Center	
22. Williston Road & I-75 West Ramp	
23. SW 20th Avenue & 43rd Street	
24. Newberry Road & 122nd Street	
25. Newberry Road & 91st Street	
26. NW 39th Avenue & 91st Street	
27. NW 23rd Avenue & Fort Clarke Boulevard	
28. SW 75th Street & SW 8th Avenue	
29. NW 27th Avenue & 51st Street	
30. NW 23rd Avenue & NW 98th Street	
31. West University Avenue & West 75th Street	
32. NW 83 rd Street & South Road	
33. Newberry Rd & 170 th Street	
34. NW 39 th Ave & 92 nd Court	
35. SW Archer Rd & 43 rd Street	
36. SW Archer Rd & 63 rd Boulevard	
37. SW Archer Rd & 91 st Street	
38. SW Archer Rd & 122 nd Street	
39. NW 83 rd Street & North Rd	

ATTACHMENT A - (continued)**Flashing School Beacons**

1. Eastside High School - SE 43rd Street, 1200 Block
2. Fort Clarke Middle School - NW 23rd Avenue, 9400 Block
3. Hidden Oak Elementary - NW 98th Street & 23rd Avenue
4. Idylwild Elementary - Williston Road, 2100 Block
5. Idylwild Elementary - SW 20th Terrace, 4600 Block
6. Lake Forest Elementary - East University Avenue & 43rd Street
7. Lake Forest Elementary - SE 43rd Street, 400 Block
8. Prairie View Elementary - SE 15th Street, 2500 Block
9. Prairie View Elementary - SE 15th Street, 3500 Block
10. Martha Manson - SW 75th Street, 1400 Block
11. Fort Clarke Middle School - NW 23rd Avenue, 9200 Block
12. Wiles Elementary – 4600 SW 75th Street
13. Archer Community School - CR 241
14. The Rock School - SW 24th Avenue
15. Kanapaha Middle School - SW 75th Street
16. Lawton Chiles Elementary School - SW 24th Avenue
17. Lawton Chiles Elementary School – School House Road
18. Idylwild Elementary School – Williston Road, 1800 Block
19. Country Day School – SW 24th Avenue, 6800 Block
20. Queen of Peace – SW 24th Avenue

Flashing Warning Beacons

1. Grove Park (Stop Sign)
2. Orange Heights North (US 301)
3. Orange Heights South (US 301)
4. CR 232 & CR 235
5. NW 93rd Avenue & 43rd Street
6. SR 121 & CR 235 (Lacrosse)
7. SW 8th Avenue & 91st Street
8. CR 225 & US 301 (Stop Sign) Waldo
9. US 441 & CR 234 (Stop Sign) Micanopy
10. SR 222 & SR 26
11. NE 27th Avenue & SR 26
12. SR 26 & CR 219A (Stop Sign) Melrose
13. CR 241 & NW 63rd Avenue (Stop Sign) Millhopper Road
14. CR 241 & NW 78th Avenue (Stop Sign)
15. NW 53rd Avenue – Spring Forest (EB Hidden Entrance Sign/2 each)
16. NW 39th Avenue & CR 241 (Stop Sign)
17. Ft. Clarke Blvd. – Fire Station #16
18. NW 94th Avenue & CR 241
19. NE 156th Avenue & CR 225
20. SR 20 & CR 234 (Windsor)

ATTACHMENT B

The activities listed below, but not limited to those below, are defined as extraordinary repair activities requiring the use of specialized or heavy equipment the City Traffic Operations Section may not have readily available:

- Re-spanning overhead span or messenger wire and supporting materials
- Rewiring overhead messenger wire
- Replacing concrete controller pads
- Reworking or repairing underground conduit and cables
- Re-installation of vehicle detector loops
- Re-installation of poles supporting traffic signal, flashing school beacon and flashing warning beacon installations
- Specification, design, ordering and purchasing of special equipment (non off-the-shelf items)

Extraordinary repair activities would also include repairs required as a result of severe weather, including but not limited to tornadoes, hurricanes and windstorms.

The determination of whether a repair activity is extraordinary or not will be made by the City's Transportation Services Manager, or designee, once all aspects of the repairs are determined.

**ATTACHMENT C
CITY-COUNTY TRAFFIC ENGINEERING SERVICES
AGREEMENT FY 2006/2007 COST DETERMINATION FOR PREVENTATIVE SIGNAL
MAINTENANCE & ROUTINE REPAIR**

Cost for FY 2003-04

The CPI increase for 2002 was 2.4%. Therefore the cost per signal will be:
 $(\$3,263.50) \text{ times } (1.024) = \$3,341.82$

The cost for thirty-four (34) signals will be:
 $(\$3,341.82) \text{ times } (34) = \$113,621.88$

The monthly cost the County will pay the City is \$113,621.88 divided by 12 = \$9,468.49 per month

This cost includes preventative maintenance and routine repair for traffic signals, flashing school beacons and flashing warning beacons.

Cost for FY 2004-05

The CPI increase for **2003** was **1.9%**. Therefore the cost per signal will be:
 $(\$3,341.82) \text{ times } (1.019) = \$3,405.32$

The cost for thirty-nine (39) signals will be:
 $(\$3,405.32) \text{ times } (39) = \$132,807.48$

The monthly cost the County will pay the City is \$132,807.48 divided by 12 = \$11,067.29 per month

This cost includes preventative maintenance and routine repair for traffic signals, flashing school beacons and flashing warning beacons.

Cost for FY 2005-06

The CPI increase for **2004** was **3.3%**. Therefore the cost per signal will be:
 $(\$3,405.32) \text{ times } (1.033) = \$3,517.70$

The cost for thirty-nine (39) signals will be:
 $(\$3,517.70) \text{ times } (39) = \$137,190.30$

The monthly cost the County will pay the City is \$137,190.30 divided by 12 = \$11,432.53 per month

This cost includes preventative maintenance and routine repair for traffic signals, flashing school beacons and flashing warning beacons.

Cost for FY 2006-07

The CPI increase for **2005** was **3.4%**. Therefore the cost per signal will be:
 $(\$3,517.70) \text{ times } (1.034) = \$3,637.30$

The cost for thirty-nine (39) signals will be:
 $(\$3,637.30) \text{ times } (39) = \$141,854.70$

The monthly cost the County will pay the City is \$141,854.70 divided by 12 = \$11,821.23 per month

This cost includes preventative maintenance and routine repair for traffic signals, flashing school beacons and flashing warning beacons.