

Florida



Department of Transportation

BOB GRAHAM
GOVERNOR

PAUL N. PAPPAS
SECRETARY

Post Office Box 1089
Lake City, Florida 32056-1089
July 16, 1985

Section 74060
State Road AIA
Nassau County
T.O. 85-502



Mr. R. L. King, P.E.
Nassau County Engineer
Route 2, Box 176
Fernandina Beach, FL 32034

Dear Mr. King:

Please find attached your approved copy of a Traffic Signal Agreement between Nassau County and the Department for the maintenance of signalization on State Road AIA at its intersection with Amelia Island Parkway (M.P. 8.176).

Sincerely,

A handwritten signature in cursive script that reads "Harry Burns, Jr.".

Harry Burns, Jr., P.E.
District Traffic Operations Engineer

lt
att.

COUNTY SECTION NO.	JOB NO.	STATE ROAD NO.	TRAFFIC OPERATIONS NO. (B.I, FAP. etc)	COUNTY NAME	MUNICIPALITY
74060		A1A		Nassau	

TRAFFIC SIGNAL AGREEMENT

THIS AGREEMENT, made and entered into this 8TH day of JULY, 19 85, by and between the State of Florida Department of Transportation, an Agency of the State of Florida, hereinafter called the "Department" and the County of Nassau, FLORIDA, hereinafter called the "Public Body".

WITNESSETH:

WHEREAS, the construction and maintenance of a traffic signal, or signals, is necessary for safe and efficient highway transportation at the location or locations as described in Exhibit "A", attached hereto; and

WHEREAS, the Public Body, by resolution attached hereto and made a part hereof has determined that it is in the public interest for the Public Body to maintain and operate signal installations along the State Highway System:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties and each of them, mutually agree and covenant as follows:

1. That the traffic signal or signals at the locations described in Exhibit "A", attached hereto and made a part hereof, will be so designed that the functional design of the installation and its components will be mutually acceptable to the parties hereto.
2. When installation of the traffic signal(s) is to be performed by either the Public Body or under the supervision of the Department, the construction and/or installation shall not endanger travel along the roadways involved and all operations shall be conducted in accord with the Manual on Traffic Controls and Safe Practices (Part VI) as published by the D.O.T.
3. Upon completion of the installation and in the case of construction contracts, its conditional acceptance, the Public Body shall undertake the maintenance and

continuous operation of said signal installation(s) and the payment for all costs for electricity and electrical charges incurred in connection with the operation thereof.

4. The Public Body shall maintain the signal installation in accordance with Department policies and to a level of maintenance that will provide minimum hazard to movement of traffic. In this regard the Public Body shall record maintenance activities relative to said traffic signal installation to a "Department of Transportation Traffic Signal Maintenance Log" or an approved equivalent log.

5. It is hereby understood and agreed by the parties hereto that the Public Body may remove any component of the installed equipment for repair, however, major permanent modifications and equipment replacements shall not be made by either party without appropriate coordination with the other party.

6. It is expressly understood and agreed by the parties hereto that the wiring of the cabinets and the timing of the signals will be such that the traffic will be properly handled at the time of the completion of the installation of the signals. Necessary modifications in timing or minor circuitry may be made by the Public Body to accommodate the changing needs of traffic, but the Department reserves the right to examine the equipment any time, and after due consultation with the parties hereto, specify timing and phasing that will provide a safe and expeditious traffic flow in the State Highway System, if modification in timing and the circuitry or phasing is specified by the Department, implementation of such modifications shall be coordinated through the Public Body.

7. The Public Body shall not modify the equipment to provide additional phases or intervals without written permission from the Department and the Department shall not modify the equipment without written acknowledgement from the Public Body.

8. Each party does hereby indemnify and hold harmless the other from all liability, claims and judgment (including attorney's fees) arising out of work undertaken by such party pursuant to this agreement, or due to the negligent acts or omissions of such party, its contractors, subcontractors, employees, agents or representatives, respectively, except as otherwise covered by bonds or insurance.

9. The (local agency) hereby agrees to indemnify, defend, save and hold harmless any joint pole owners from all claims, demands, liabilities and suits for bodily injuries or death to persons or damage to property resulting in connection with the performance of the described work by (local agency), its subcontractors, agents or employees.

EXHIBIT "A"
MAINTENANCE AGREEMENT
TRAFFIC SIGNALS

This Exhibit "A" forms an integral part of that certain Traffic Signals Maintenance Agreement between the State of Florida Department of Transportation and the County of Nassau, dated July 8, 1985.

LOCATION OF TRAFFIC SIGNAL INSTALLATIONS:

STATE JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	LOCATION:
<u>74060</u>	<u>ALA</u>	<u></u>	<u>at Amelia Island Parkway (M.P. 8.176)</u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

RESOLUTION NO. 85-28

RESOLUTION AUTHORIZING THE EXECUTION OF THE TRAFFIC SIGNAL AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND Nassau County

On motion of Commissioner Jones, seconded by Commissioner Pickett, the following resolution was adopted;

WHEREAS, Board of County Commissioners (Public Body) deems it in the public interest to provide for the operation of certain traffic signals on the State Highway System within Nassau County (Jurisdiction), and to enter into the attached agreement with the State of Florida, Department of Transportation.

NOW THEREFORE, BE IT RESOLVED BY

1. That Board of County Commissioners (Public Body) concurs in the provisions of that certain agreement attached hereto, pertaining to the design, installation, operation and maintenance of a traffic signal installation described in Exhibit "A" to that agreement.
2. That Board of County Commissioners (Public Body) authorizes the said agreement to be executed by a legally designated officer of this Public Body.

STATE OF FLORIDA

COUNTY OF

John F. Claxton

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by Board of County Commissioners meeting held on the 16th day of April, A.D., 1985, and recorded in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 16th day of April, A.D., 1985.

[Signature] (SEAL)