

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
Amendment #1**

CONTRACT NO. AM572
FINANCIAL PROJECT NO. 41353218802
F.E.I.D. NO. F591863042033

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 A and 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.

NASSAU COUNTY, Florida
(Maintaining Agency)
By: Michael H. Boyle
(Authorized Signature)
Print/Type Name: Michael H. Boyle
Title: Chairman
Attest: _____
(Seal if Applicable)
Reviewed: _____
Attorney 4-26-10
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: Jerry Ausher
(Authorized Signature)
Print/Type Name: JERRY AUSHER
Title: DISTRICT TRAFFIC OPERATIONS ENGINEER
Attest: _____
Legal Review:
By: Bonnie S Green
Office of the General Counsel
Florida Dept. of Transportation

EBK
4/26/10

EXHIBIT A					
TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 10/11					
Effective Date: 07/01/2010 To: 06/30/2011					
Maintaining Agency: NASSAU COUNTY					
Intersection Locations	Compensation (Yes or No)	Traffic 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)
SR5, (US17) at HARTS ROAD	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR5, (US17) at SR200/A1A	Yes	TS	\$2,622.00	100.00%	\$2,622.00
SR15, (US1) at RATLIFF RD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR15, (US1) at RATLIFF RD.	No		GMFS		\$0.00
SR15, (US1/301) at C-115 PINE FOREST SCHOOL	No		School Signal		\$0.00
SR200, (US301) at CR 119/OTIS RD.	Yes	ICB	\$656.00	66.67%	\$437.33
SR200, (US301) at CHURCH RD/BRYCEVILLE ELEM.	No		School Signal		\$0.00
SR200, (A1A) at I-95 SB OFF RAMP	Yes	TS	\$2,622.00	100.00%	\$2,622.00
SR200, (A1A) at I-95 NB OFF RAMP	Yes	TS	\$2,622.00	100.00%	\$2,622.00
SR200, (A1A) at MINER RD./FELMORE RD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR200, (A1A) at GENE LASSERE BLVD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR200, (A1A) at CHESTER RD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR200, (A1A) at ARRIGO BLVD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR200, (A1A) at C-107/BLACK ROCK RD.	Yes	ICB	\$656.00	50.00%	\$328.00
SR200, (A1A) at BARNWELL RD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR200, (A1A) at CR107/OLD NASSAUVILLE/ONEIL-SC	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR200, (A1A) at AMELIA ISLAND PARKWAY	Yes	TS	\$2,622.00	66.67%	\$1,748.00
SR200, (A1A) at CR108 (SADLER RD.)	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR200, (A1A/US301) at J.T. COURSON/GEIGER RD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR115 at DORNBUSH ROAD	Yes	ICB	\$656.00	66.67%	\$437.33
SR105/A1A at C-105A	Yes	ICB	\$656.00	50.00%	\$328.00
SRA1A/105 (S. FLETCHER AVE.) at AMELIA ISLAND P	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SRA1A at AMELIA ISLAND PLANTATION ENTRANCE	No		GMFS		\$0.00
Total Lump Sum					\$25,565.67

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 \$25,565.67.

Michael H. Boyle 4-26-10
 Maintaining Agency Date

[Signature] 6/1/10
 District Traffic Operations Engineer Date

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.



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874

STEPHANIE C. KOPELOUSOS
SECRETARY

MEMORANDUM

DATE: May 20, 2010

TO: Jerry Ausher, District Traffic Operations Engineer

FROM: Alan R. Mosley, District Two Secretary

SUBJECT: Signature Delegation

In accordance with Department Procedure 750-010-022-e, I am hereby delegating signature authority to you to sign Traffic Signal Maintenance and Compensation Agreements on behalf of the District Two Secretary.

This signature authority will remain in effect until modified or rescinded by me.

Farnell, Amanda

From: The job FI989HLR
Sent: Monday, May 17, 2010 4:40 PM
To: Farnell, Amanda
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AM572

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AM572 Contract Type: AK Method of Procurement: G
Vendor Name: NASSAU COUNTY BO
Vendor ID: VF591863042033
Beginning date of this Agmt: 09/30/02
Ending date of this Agmt: 06/30/50
Contract Total/Budgetary Ceiling: bc = \$139,730.66

Description:
41353218802

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT	YEAR	
AMENDMENT ID		*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/	STATUS	

Action: SUPPLEMENTAL Funds have been: REVIEWED*

55 024060262	*TO	*131567	*	25565.67	*41353218802	*342	*
2011		55150200			088866	11	
S008		*00	* SA 08		*	/04	

*Funds Approval and encumbrance processing is contingent upon Annual
Legislative appropriation.

TOTAL AMOUNT: *\$ 25,565.67 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 05/17/2010

RESOLUTION NO. 2010 - 50

A RESOLUTION AUTHORIZING THE EXECUTION OF THE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA FOR TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

WHEREAS, the Engineering Services Director has recommended that the Board of County Commissioners of Nassau County, Florida, execute an amendment to the Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding Traffic Signal Maintenance and Compensation Agreement, which was entered into on September 30, 2002 (Financial Project ID No. 41353218802) and Federal Project ID No. F591863042004; and

WHEREAS, Amendment No. 1 to the Agreement provides for payment for maintenance and operation of intersection control beacons, beginning with the Department of Transportation's fiscal year 2010-2011; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, is desirous of receiving compensation from the Department on an annual basis for the continued operation and maintenance of certain, applicable traffic signals.

NOW, THEREFORE, BE IT RESOLVED, this 8th day of February, 2010, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Amendment No. 1 to the Agreement between the State of Florida Department of Transportation and Nassau County for Traffic Signal Maintenance and Compensation

A CERTIFIED TRUE COPY

John A. Crawford, Ex-Officio Clerk

By: Brenda A. Amelle, D.C.

EX-OFFICIO, Clerk of the Board of County Comm.

Nassau County, Florida

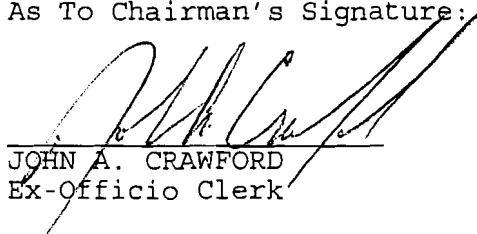
Agreement is hereby approved and the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



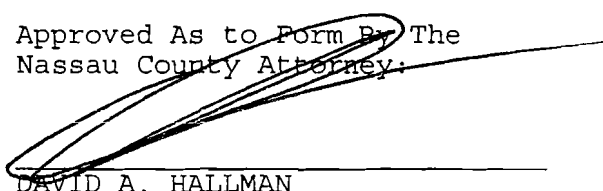
MICHAEL H. BOYLE
Its: Chairman

Attestation: Only To Authenticity
As To Chairman's Signature:



JOHN A. CRAWFORD
Ex-Officio Clerk

Approved As to Form By The
Nassau County Attorney:



DAVID A. HALLMAN