## AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFIC OPERATION 06/1 Page 1 of

CM2302-A7

CONTRACT NO.	ARV54
FINANCIAL PROJECT NO.	41353218810
F.E.I.D. NO.	F591863042043
AMENDMENT NO.	

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2023\_\_\_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and <u>Nassau County</u>, ("Maintaining Agency").

#### RECITALS

WHEREAS, the Department and the Maintaining Agency on <u>April 15, 2016</u> entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein."

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

 Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

By:

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Nassau County	Inteining Agency)	, Florida
ву:	Autorized Signeture	m
Print/Type Name:	Jeff Gray	
Title:	Chairman	

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

(Authorized Signature)

Print/Type Name: James Hannigan

Title: D

District Traffic Operations, Engineer

Legal Review:

Angela Hensel

DocuSign Envelope ID: 0494B474-81A5-4E1F-98AA-6A488B4BFF5A

## TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TAFIC OPERATIONS

					Exhib	łtA					
Compensation for M 2023	aintainin	g Traffic Signa	is and Devi	ces for FY							
Effective Date: from NASSAU COUNTY	07/01/20	22 to 06/30/202	1								
Intersection Location		Traffic Signal - Interconnected & monitored (IMTS)		Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit 8)
SR115 at DORNBUSH ROAD			\$922								\$922
SR15, (US1) at RATLIFF RD.		\$5,278							\$120		\$5,395
SR15, (US1/301) at CR108		\$5,278									\$5,278
SR15, (US1/301) at HENRY SMITH RD.			\$922								\$922
SR15, (US1/301) at C-115 PINE FOREST SCHOOL				\$737		A succession of the second					\$737

#### Reimbursement for Maintenance and Operation

## TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFC OPPRATIONE

#### Reimbursement for Maintenance and Operation

					Exhib	itA					
empensation for I	Maintainir	ng Traffic Signa	is and Devie	ces for FY							
flective Date: from ASSAU COUNTY	07/01/20	22 to 05/30/202	3							and a local sector s	
Intersection Location	Traffic Signals (TS)	Traffic Signel - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Bescon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Werning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR15/US 1 at NB MEDIAN						\$370					\$370
SR15/US 1 at SB MEDIAN							\$370				\$370
SR15/US 1 at SB SHOULDER							\$370				\$370
SR16/US 1 at NB MEDIAN							\$370				\$370
SR15/US 1 at NB SHOULDER						\$370					\$370

# TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

					Exhib	HA				
Compensation for M 2023	elntainin	g Traffic Signa	is and Devi	ces for FY						
Effective Date: from   NASSAU COUNTY	07/01/20	22 to 08/30/202	3							
Intersection Location		Traffic Signal - Interconnected & monitored (IMITS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Baacon (TWB)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit 6)
SR15/US 1 at NB SHOULDER							\$370			\$370
SR200, (A1A) at GENE LASSERE BLVD.		\$5,278								\$5,278
SR200, (A1A) at EARNWELL RD.		\$5,278								\$5,278
SR200, (A1A) st C-107/BLACK ROCK RD.		\$5,278								\$5,276
SR200, (A1A) at CR108 (SADLER RD.)		\$6,278				\$740				\$8,018

#### Reimbursement for Maintenance and Operation

-----

#### STATE OF FLOWID DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFIC OPERATIONS

#### Reimbursement for Maintenance and Operation

					Exhib	it A							
Compensation for M 2023	aintainic	g Traffic Signs	als and Devi	ces for FY									
Effective Data: from NASSAU COUNTY	active Data: from 07/01/2022 to 06/30/2023 SSAU COUNTY												
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit 8)		
SR200, (A1A) at AMELIA ISLAND PARKWAY		\$5,278									\$5,278		
SR200, (A1A) at CHESTER RD.		\$5,278							\$120		\$5,396		
SR200, (A1A) at CR107/0LD NASSAUMILLE/ONE/L- SCOTT RD		\$5,278							\$120		\$5,398		
SR200, (A1A) at MINER RD./FELMORE RD.		\$5,278									\$5,278		
SR200, (A1A) st ARRIGO BLVD.		\$5,278							\$120		\$5,398		

## TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRATE OPERATIONS

					Exhib	it A					
Compensation for M 2023	Intainin	g Tridfle Signa	ts and Devie	tes for FY							
Effective Date: from	7/01/20:	22 to 06/30/202	3								
Intersection Location		Traffic Signal - Interconnected & monitored (IMTS)		Pedentrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR200, (A1A) at WILLIAM BURGESS BLVD.WILDLIGHT AVE.		\$5,278							\$120		\$5,398
SR200, (A1A) at DAVID HALLMAN PARKWAY		\$5,278									\$5,278
SR200, (A1A) at H95 SB OFF RAMP		\$5,278							\$120		\$5,398
SR200, (A1A) at HIS NB OFF RAMP		\$5,276							\$120		\$5,398
SR200, (A1A/US301) at J.T. COURSON/GEIGER RD.		\$5,278									\$6.278

#### Reimbursement for Maintanance and Operation

#### STATE OF FLORIDA DEPARTMENT OF THANS FORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

					Exhib	Atta					
ompensation for N 023	<b>leintaini</b> r	ng Traffic Signa	is and Devie	ces for FY							
Ifective Date: from IASSAU COUNTY	07/01/20	22 to 06/30/202	1								
Intersection Location	Traffic Signats (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automsted Vehicle Devices (CAVD)	Compensatio Amount (usin Unit Rates from Exhibit 6)
SR200, (US301) at CHURCH RD/BRYCEVILLE ELEM.				\$737							\$737
SR200, (US301) at NB MEDIAN							\$370				\$370
SR200,(US301) at SB SHOULDER							\$370				\$370
SR200, (US301) at S8 MEDIAN							\$370				\$370
SR200,(US301) at NB SHOULDER							\$370				\$370

CM2302-A7

TRAFFIC OF

#### STATE OF RUNDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFIC OPERATIONS

## Reimbursement for Maintenance and Operation

					Exhib	It A					
Compensation for M	aintainin	ig Traffic Signa	la and Devi	ces for FY							
Effective Date: from , NASSAU COUNTY	07/01/20	22 to 06/30/202	ł								
Intersection Location		Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Bescon (ICB)	Pedestrian Flushing Baacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Seacon (TWB)	Travel Time Detactor (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit 8)
SR5, (US17) at SR200/A1A		\$5,278							\$120		\$5,396
SR5, (US17) at HARTS ROAD	\$3,674										\$3,674
SRA1A at AMELIA ISLAND PLANTATION ENTRANCE							\$370				\$370
SRA1A SHOULDER & MEDIAN at SHARED USE PATH				\$737							\$737
SRA1A/105 (S. FLETCHER AVE.) at MELIA ISLAND PKWY	\$3,674										\$3,574

#### STATE OF PLOTIDA DEWINNERT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFIC OPERATIONS

1					Exhib	it A					
Compensation for Ma 2023	inteinin	ig Traffic Signa	is and Devi	cas for FY							
Effective Date: from §	7/01/20	22 to 96/30/202	1								
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blenk Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Oetactor (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensatio Amount (usin Unit Rates from Exhibit B)
SRA1A/105 (S.FLETCHER AVE.) at PETERS POINT RD.							\$370				\$370
SRA1A/105 (S.FLETCHER AVE.) at SADLER RD/SEASIDE PARK - SA CROSS				\$737							\$737
SRA1A/105 (5.FLETCHER AVE.) at SADLER RD/SEASIDE PARK - EA CROSS				\$737							\$737
SRA1A/105 (S.FLETCHER AVE.) at SADLER RD./SEASIDE PARK - NA CROSS				\$737							\$737
SRA1A/105 (3.FLETCHER AVE.) #1 SADLER RD./SEASIDE PARK - WA CROSSWALK				\$737							\$737 \$110,217.00

#### Reimbursement for Maintenance and Operation

## TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFIC OPERATIONS

#### Reimbursement for Maintenance and Operation

Exhibit A	
Componention for Maintaining Traffic Signals and Devices for FY 2023	
Effective Date: from <u>07/01/2022</u> to <u>05/30/2023</u> NASSAL/ COUNTY	

\* Amount paid shall be the Total Lump Sum(minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenence and Companisation Agreement, For setsfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$110.217.00 DocuSigned by:

Mainglining Al

12/21/22 Dete

District Traffic Operations Engineer

1/5/2023 | 5:04 PM EST Date

CM2302-A7

#### RESOLUTION NO. 2021 - 149

A RESOLUTION AUTHORIZING THE EXECUTION OF THE AMENDMENT 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 County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute the amended Traffic Signal Maintenance and Compensation Agreement,

WHEREAS, this Agreement provides for payment for maintenance and operation of intersection control beacons, beginning with the Department of Transportation's fiscal year 2021-2022; 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 <u>12th</u> day of <u>July</u>, 2021, by the Board of County Commissioners of Nassau County, Florida as follows:

 The amended Agreement between the State of Florida Department of Transportation and Nassau County for Traffic Signal Maintenance and Compensation is hereby approved and the Chairman is authorized to execute said agreement.

l

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

THOMAS R. FORD

Its: Chairman

Attest as to Chairman's Signature: JOHN A. CRAWFORD It's: Ex-Officio Clerk Approved as to form by the Nassau County Attorney: PEHALL S. MULLIN

#### CM2302-A7

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22 TRAFFIC OPERATIONS 06/16 Exhibit B Page 1 of 2

#### 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 MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus* any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus* any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

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 or poles.

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Wanning Display (SAWD) or Blank Out Sign (BOS)	Traffic Waming Beacon (TWB)	Trave   Time Detector	Uninterruptible Power Supplies (UPS)	CPI (%)
2015-16	\$3,040		\$760	\$608	\$1,064	\$304	\$304			
2015-17	\$3,131	\$4,500	\$783	\$626	\$1,096	\$313	\$313	\$100	\$100	
2017-18	\$3,216	\$4,522	\$805	\$648	\$1,126	\$322	\$322	\$103	\$103	
2018-19	\$3,307	\$4,752	\$828	\$562	\$1,158	\$332	\$332	\$106	\$106	2,80%
2019-20	\$3,393	\$4,876	\$850	\$680	\$1,189	\$341	\$341	\$109	\$109	2.60%
2020-21	\$3,482	\$5,003	\$873	\$698	\$1,220	\$350	\$350	\$112	\$112	2,50%
2021-22	\$3,573	\$5,134	\$896	\$717	\$1,252	\$360	\$360	\$115	\$115	2.60%
2022-23	\$3,670	\$5,273	\$921	\$737	\$1,285	\$370	\$370	\$119	\$119	2.70%
2023-24	\$3,773	\$5,421	\$947	\$758	\$1,323	\$381	\$381	\$123	\$123	2.80%
2024-25	\$3,883	\$5,579	\$975	\$780	\$1,362	\$393	\$393	\$127	\$127	2.90%
2025-26	\$4,000	\$5,747	\$1,005	\$804	\$1,408	\$405	\$405	\$131	\$131	3.00%
2026-27	\$4,124	\$5,926	\$1,037	\$829	\$1,447	\$418	\$418	\$136	\$136	3.10%

#### Unit Compensation Rates per Intersection on the State Highway System

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, If CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the

#### CM2302-A7

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFIC OPERATIONS 06/16 Exhibit B Page 2 of 2

750-010-22

actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the involce submitted to the Department. The Invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

#### 4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall Invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported involce from the Maintaining Agency. The Maintaining Agency shall submit involces for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such involces to the Department on a quarterly basis.

### **BOCC CONTRACT** (Contract Management Use only) APPROVAL FORM CONTRACT TRACKING NO. CM2302-A7 **GENERAL INFORMATION** Requesting Department Development Services-Traffic Contact Person: Robert T. Companion, PE Email: rcompanion@nassaucountyfl.com Telephone: ( ) 530-6010 Fax: ( ) CONTRACTOR INFORMATION Name: Florida Department of Transportation Address: 1109 South Marion Avenue, Lake City, FL 32025 City Zin Title: Traffic Engineer Intern Contractor's Administrator Name: Trey Butler Telephone: (904) 260-1567 Fax: ( ) Email: trey.butler@dot.state.fl.us IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS) Authorized Signatory Name: James Hannigan Authorized Signatory Email: Hannigan.James@dot.state.fl.us CONTRACT INFORMATION Contract Name: Agreement for Traffic Signal Maintenance and Compensation Description: Reimbursement for Traffic Signal Maintenance GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC. Terms: Payment Period: Amount per Period: Total Amount of Contract: \$110,217.00 APPROXIMATE IF NECESSARY Source of Funds: Termination/Cancellation: Authorized Signatory: Jeff Gray, Chalrman IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC Contract Dates: From: 7/1/2022 to: 6/30/2023 Status: New Renew Amend#7 WA/Task Order How Procured: Sole Source\_Single Source\_ITB\_RFP\_RFQ\_Coop.\_Other \_\_ If Processing an Amendment: Contract #: CM2302 Increased Amount of Existing Contract: New Contract Dates: 7/1/2022 to 6/30/2023 Total or Amendment Amount: \$110,217.00

Continued on next page

BOCC CAF 5/11/2021

Page 1 of 2

Complete and atlach before sen		
Requirement	Description	Certified Complete By
Contract, Exhibits andAppendices	<ol> <li>The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and</li> <li>All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.</li> </ol>	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	SC
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	SC
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed ins requirements	SC
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	/8.418
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	SC

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

Caleb Hurst, PE, Development Services Director	Date	Community Services/Developmen
		Revenue
Lanace Glimore, Procurement Director	Date	Funding Source/Acct #
Chris Lacambra, OMB Director	Date	
		RLS2022-493
Denise C. May, Esq., B.C.S., County Attorney	Date	
COUNTY MANAGER - I	INAL SIGNA	THE ADDOVAL

5.

Taco E. Pope, AICP, County Manager Date

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

#### Original: Clerk's Services; Contractor (original or certified copy) Copies: Department: Procurement: Office of Management & Budget: County Attorney: Contract Management: Clerk Finance

BOCC CAF 5/13/2021

Page 2 of 2

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22 TRAFFIC OPERATIONS 06/16 Exhibit 8 Page 1 of 2

#### 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 MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

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 or poles.

FY	Traffic Signals (TS)	Traffic Signal- Interconnected & monitored (IMTS)	Intersection Control Beacon {ICB}	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterru ptible Power Supplies (UPS)	CPI (%)
2015-16	\$3,040		\$760	\$608	\$1,064	\$304	\$304			
2016-17	\$3,131	\$4,500	\$783	\$626	\$1,096	\$313	\$313	\$100	\$100	
2017-18	\$3,216	\$4,622	\$805	\$643	\$1,126	\$322	\$322	\$103	\$103	
2018-19	\$3,307	\$4,752	\$828	\$662	\$1,158	\$332	\$332	\$106	\$106	2,80%
2019-20	\$3,398	\$4,876	\$850	\$680	\$1,189	\$341	\$341	\$109	\$109	2.60%
2020-21	\$3,482	\$5,003	\$873	\$698	\$1,220	\$350	\$350	\$112	\$112	2.60%
2021-22	\$3,573	\$5,134	\$896	\$717	\$1,252	\$360	\$360	\$115	\$115	2.60%
2022-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370	\$370	\$119	\$119	2.70%
2023-24	\$3,773	\$5,421	\$947	\$758	\$1,328	\$381	\$381	\$123	\$123	2.80%
2024-25	\$3,883	\$5,579	\$975	\$780	\$1,362	\$393	\$393	\$127	\$127	2.90%
025-26	\$4,000	\$5,747	\$1,005	\$804	\$1,408	\$405	\$405	\$131	\$131	3.00%
026-27	\$4,124	\$5,926	\$1,037	\$829	\$1,447	\$438	\$418	\$136	\$136	3.10%

#### Unit Compensation Rates per Intersection on the State Highway System

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22 TRAFFIC OPERATIONS 05/16 Exhibit B Page 2 of 2

actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department, The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

#### PAYMENT PROCESSING 4.0

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

### FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

#### ARV54

#### 1/5/2023

### CONTRACT INFORMATION

Contract:	ARV54	
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)	
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)	
Vendor Name:	NASSAU COUNTY BUILDING DEPT	
Vendor ID:	F591863042043	
Beginning Date of This Agreement:	07/01/2015	
Ending Date of This Agreement:	06/30/2055	
Contract Total/Budgetary Ceiling:	ct = \$733,738.00	
Description:	Traffic Signal Maintenance and Compensation Agreement	

#### FUNDS APPROVAL INFORMATION

### FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/5/2023

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55024060262
Expansion Option:	AA
Object Code:	242059
Amount:	\$110,217.00
Financial Project:	41353218810
Work Activity (FCT):	342
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088866/23
Amendment ID:	S010
Sequence:	00
User Assigned ID:	2023
Enc Line (6s)/Status:	0001/04

Total Amount: \$110,217.00

## **BOCC CONTRACT APPROVAL FORM**

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2302-A7

## **GENERAL INFORMATION**

Requesting Department Development Services-Traffic
Contact Person: Robert T. Companion, PE
Telephone: ( <sup>904</sup> ) 530-6010 Fax: () Email: rcompanion@nassaucountyfl.com
CONTRACTOR INFORMATION
Name: Florida Department of Transportation
Address: 1109 South Marion Avenue, Lake City, FL 32025
City State Zip
Contractor's Administrator Name: Trey Buller Title: Trailic Engineer Intern
Contractor's Administrator Name:       Trey Butler       Title:       Traffic Engineer Intern         Telephone:       904       260-1567       Fax:       Email:       trey.butler@dot.state.fl.us
CONTRACT INFORMATION Contract Name: Agreement for Traffic Signal Maintenance and Compensation
Description: Reimbursement for Traffic Signal Maintenance
Terms: Payment Period: Amount per Period:
Total Amount of Contract: \$110,217.00
Source of Funds: Termination/Cancellation:
Authorized Signatory: Jeff Gray, Chairman IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC
Contract Dates: From: 7/1/2022 to: 6/30/2023
Status:NewRenewAmend# 7WA/Task Order
How Procured:_Sole Source_Single Source_ITBRFP_RFQ_CoopOther

## If Processing an Amendment:

Contract #: CM2302 In	creased Amount of Existing Cont	tract:
New Contract Dates: 7/1/2022	to 6/30/2023 Total or Amendr	nent Amount: \$110,217.00

## Continued on next page

	ling contract for final signature	
Requirement	Description	Certified Complete By
Contract, Exhibits andAppendices	<ol> <li>The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and</li> <li>All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.</li> </ol>	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	SC
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	5
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	SC
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed ins requirements	SC
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	SC

## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

Caleb Hurst, PE, Development Services Director	Date	Community Services/Development
		Revenue
Lanaee Gilmore, Procurement Director	Date	Funding Source/Acct #
Chris Lacambra, OMB Director	Date	
		RLS2022-493
Denise C. May, Esq., B.C.S., County Attorney	Date	

## RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original:Clerk's Services; Contractor (original or certified copy)Copies:Department: Procurement: Office of Management & Budget: County Attorney: Contract<br/>Management: Clerk Finance