

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.
CM2302-A8

SECTION 1 - GENERAL INFORMATION

Requesting Department: Development Services Contact Person: Caleb Hurst, PE
 Telephone: (904) 530-6225 Email: churst@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Florida Department of Transportation
 Address: 1109 South Marion Avenue
 City: Lake City State: FL Zip Code: 32025
 Vendor's Administrator Name: Trey Butler Title: ITS/Traffic Engineer
 Telephone: (904) 463-9691 Email: trey.butler@dot.state.fl.us

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: James Hannigan
 Authorized Signatory Email: James.Hannigan@dot.state.fl.us
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Agreement for Traffic Signal Maintenance and Compensation
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Reimbursement for Traffic Signal Maintenance

(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)

Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other FDOT Reimbursement Contract
 Total Amount of Contract: Variable per year (Estimate if necessary)
 Account Number: 04335541-369003
 Source of Funds: County State Federal Other:
 County Authorized Signatory: BOCC Chairman County Manager
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE

Insurance Category: Category L Category M Category H Other: This contract is for reimbursement only
Risk Manager Initials:

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: CM2302 Amendment No: 8
 Type of Amendment: Renewal Time Only Extension Additional Scope Other: 7/1/2023 to 6/30/2024
 Increased Amount to Existing Contract: \$ 120,963.00 (if any) Total with Amended Amount: \$ 120,963.00 (total varies)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | | |
|----|----------------------------------|-------------------|
| 1. | <u>Caleb Hurst</u> | <u>10/11/2023</u> |
| | Department Head/Contract Manager | Date |
| 2. | <u>Chris Lacambra</u> | <u>10/11/2023</u> |
| | Office of Mgmt & Budget | Date |
| 3. | <u>N/A</u> | <u>N/A</u> |
| | Procurement | Date |
| 4. | <u>Denise C. May</u> | <u>10/11/2023</u> |
| | County Attorney | Date |

RLS 2023-1329

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Pope, AICP 10/11/2023
 County Manager Date

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AMENDMENT TO TRAFFIC SIGNAL
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CONTRACT NO. ARV54
FINANCIAL PROJECT NO. 41363218810
F.E.I.D. NO. F6010630-2043
AMENDMENT NO. CM2302-A8

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment"), is entered into this 2nd day of NOVEMBER, 2023 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and the Nassau County, Florida ("Maintaining Agency").

RECITALS:

WHEREAS, the Department and the Maintaining Agency on April 15, 2018 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"); and

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:

1. Agreement paragraphs 1, 3, 6, 12, 31, and 35 are amended, superseded, and replaced in their entirety with the new paragraphs 1, 3, 6, 12, 31, and 35 attached hereto to this Amendment.
2. Agreement exhibits A, B, and C are amended, superseded, and replaced in their entirety with new Exhibits A, B, and C attached hereto to this Amendment.
3. Except as modified in this Amendment, all terms and conditions of the Agreement and any amendments or modifications thereto remain in full force and effect.

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

Nassau County Florida
(Maintaining Agency)
By: [Signature]
(Authorized Signature)

Print/Type Name: Myrd A. Farmer
Title: Chairman

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
By: [Signature]
(Authorized Signature)

Print/Type Name: James Hannigan
Title: District Traffic Operations Engineer
Legal Review: [Signature]

Attorney: [Signature] Date: 10-23-23
Denise C. May

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
 - a. Traffic signals ("TS"),
 - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location,
 - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS"),
 - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons),
 - e. Emergency/fire department signals ("FDS"),
 - f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
 - g. Blank out signs ("BOS"; including Lane Control Signs),
 - h. Pedestrian hybrid beacons ("PHB"),
 - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
 - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unaligned intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damage, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

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6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.
- A "Force Majeure Event" means the occurrence of:
- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
 - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
 - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates Taco Pope, County Manager as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:
- a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device is expected to progress beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 90. The Maintaining Agency shall ensure that 90% of all TDSDD on the State Highway System are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated time, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated time, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
 - b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.
- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

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EXHIBIT A
 Reimbursement for Maintenance and Operation FY 2024

NASSAU 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)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR115 at DORNBUSH ROAD			\$947															\$947
SR15, (US1) at RATLIFF RD.		\$5,558					\$381.00				\$123							\$6,072
SR15, (US1/301) at HENRY SMITH RD.			\$947															\$947
SR15, (US1/301) at C-115 PINE FOREST SCHOOL				\$758														\$758
SR15, (US1/301) at CR108		\$5,558																\$5,558
SR15/US 1 at SB MEDIAN									\$381									\$381
SR15/US 1 at SB SHOULDER									\$381									\$381
SR15/US 1 at NB MEDIAN									\$381									\$381
SR15/US 1 at NB SHOULDER									\$381									\$381
SR15/US 1 at NB SHOULDER						\$381												\$381

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EXHIBIT A
Reimbursement for Maintenance and Operation FY 2024

NASSAU 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)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR15US 1 at NB MEDIAN						\$381												\$381
SR200, (A1A) at C-107/BLACK ROCK RD.		\$5,558					\$391.00											\$5,949
SR200, (A1A) at I-95 NB OFF RAMP		\$5,558								\$123								\$5,681
SR200, (A1A) at DAVID HALLMAN PARKWAY		\$5,558					\$391.00											\$5,949
SR200, (A1A) at MINER RD./FELMORE RD.		\$5,558					\$391.00											\$5,949
SR200, (A1A) at WILLIAM BURGESS BLVD./WILDLIGHT AVE.		\$5,558					\$391.00			\$123								\$6,072
SR200, (A1A) at GENE LASSERE BLVD.		\$5,558					\$391.00											\$5,949
SR200, (A1A) at CR108 (SADLER RD.)		\$5,558						\$638										\$6,395
SR200, (A1A) at BARNWELL RD.		\$5,558					\$391.00											\$5,949
SR200, (A1A) at ARRIGO BLVD.		\$5,558					\$391.00			\$123								\$6,072

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EXHIBIT A
Reimbursement for Maintenance and Operation FY 2024

NASSAU 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)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR200, (A1A) at AMELIA ISLAND PARKWAY		\$5,558																\$5,668
SR200, (A1A) at CHESTER RD.		\$5,558					\$391.00				\$123							\$8,072
SR200, (A1A) at CR107/OLD NASSAUVILLE/ONEIL-SCOTT RD		\$5,558					\$391.00				\$123							\$8,072
SR200, (A1A) at I-95 SB OFF RAMP		\$5,558									\$123							\$5,681
SR200, (A1A/US301) at J.T. COURSON/GEIGER RD.		\$5,558																\$5,558
SR200, (US301) at CHURCH RD/BRYCEVILLE ELEM.					\$758													\$758
SR200, (US301) at NB MEDIAN									\$381									\$381
SR200,(US301) at NB SHOULDER									\$381									\$381
SR200,(US301) at SB SHOULDER									\$381									\$381
SR200,(US301) at SB MEDIAN									\$381									\$381

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EXHIBIT A
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NASSAU 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)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Deflection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR5, (US17) at SR200/A1A		\$5,550					\$381.00				\$123							\$8,072
SR5, (US17) at HARTS ROAD	\$3,910																	\$3,910
SR5, (US17) - NB at PAGES DAIRY RD.						\$381												\$381
SR5, (US17) - SB at PAGES DAIRY RD.						\$381												\$381
SRA1A at AMELIA ISLAND PLANTATION ENTRANCE									\$381									\$381
SRA1A SHOULDER & MEDIAN at SHARED USE PATH				\$758														\$758
SRA1A/105 (S. FLETCHER AVE.) at AMELIA ISLAND PKWY.	\$3,910																	\$3,910
SRA1A/105(S.FLETCHER AVE.) at SADLER RD./SEASIDE PARK - SA CROSS				\$758														\$758
SRA1A/105(S.FLETCHER AVE.) at PETERS POINT RD.									\$381									\$381
SRA1A/105(S.FLETCHER AVE.) at SADLER RD./SEASIDE PARK - NA CROSS				\$758														\$758

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EXHIBIT A
 Reimbursement for Maintenance and Operation FY 2023

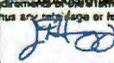
Intersection Location	Traffic Signal (TS)	Traffic Signal - Interconnected & numbered (IS/TS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Numbered Street Name Sign (SNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDS)	Uninterruptible Power Supply (UPS)	Connected Automated Vehicle Device (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Hardening Camera (THC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
NASSAU COUNTY SRA1A106(S.FLETCHER AVE.) at RADLER RD./SEASIDE PARK - EA CROSS				1768														1768
SRA1A106(S.FLETCHER AVE.) at RADLER RD./SEASIDE PARK - WA CROSSWALK				1768														1768
Total Lump Sum Amount*																	\$120,853.00	

* Amount paid shall be the Total Lump Sum (minus any retentions or forfeitures)

I certify that the above Traffic Signals and Devices 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 the time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retentions or forfeitures) of **\$120,853.00**


 Maintaining Agency

10-23-23
 Date


 District Traffic Operations Engineer

11/27/2023 | 9:04 AM EST
 Date

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**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.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.
 Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): includes roadside units and roadside equipment.

Unit Compensation Rates per Unit on the State Highway System																	
FY	Traffic Signals (TS) Intersection	Traffic Signal - Interconnected & monitored (IMTS) Intersection	Intersection Control Beacon (ICB) Intersection	Pedestrian Flashing Beacon (PFB) System	Emergency Fire Dept. Signal (FDS) System	Speed Activated Warning Display (SAWD) System	Illuminated Street Name Signs (ISNS) Intersection	Blank Out Sign (BOS) Device	Traffic Warning Beacon (TWB) System	Probe Data Detection System (PDDS) Device	Uninterruptible Power Supply (UPS) Device	Connected Automated Vehicle Devices (CAVD) Device	Pedestrian Hybrid Beacon (PHB) System	Arterial Dynamic Message Sign (ADMS) Device	Passive Pedestrian Detection (PPD) System	Traffic Monitoring Camera (TrMC) Device	In-Roadway Warning Lights (IRWL) System
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370		\$370	\$370	\$119	\$119	\$527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
2024-25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025-26	Based on the CPI, the compensation amounts will be revised.																

CM2303-A8

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
 MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-315
 TRAFFIC
 OPERATIONS
 0423
 Exhibit B Page 2 of 2

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 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.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

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 within 60 days of the work completed date for which the Maintaining Agency is invoicing.

CM2303-A8

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
 MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-24b
 TRAFFIC
 OPERATIONS
 04/23
 Exhibit C Page 1 of 1

**EXHIBIT C
 Reimbursement for Replacement and/or Repair of
 Damaged Traffic Signals and Devices**

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this Agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: [Traffic Signal Maintenance and Compensation Agreement Manual](#).

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices, as well as completed work. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

 Maintaining Agency Date

 District Traffic Operations Engineer Date

RESOLUTION NO. 2023 - 185

A RESOLUTION OF THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF THE AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AND AMENDING CERTAIN PROVISIONS RELATING TO SIGNAL MAINTENANCE AND COMPENSATION.

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute the Amendment to the Traffic Signal Maintenance and Compensation Agreement (CM2302); and

WHEREAS, this Agreement provides for payment for maintenance and operation of intersection control beacons, beginning with the Department of Transportation's fiscal year 2023-2024; 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 BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, THAT:

1. The Amendment 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 Amendment.



A CERTIFIED TRUE COPY

John A. Crawford
EX-OFFICIO, Clerk of the Board of County Comm.
Nassau County, Florida

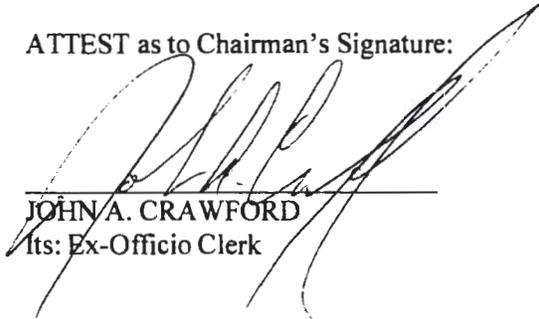
By: *Heather O'D*
DIC

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



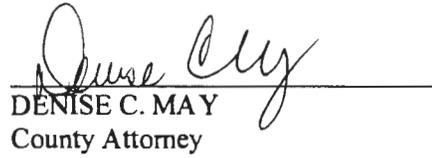
Klynt A. Farmer
Its: Chairman 

ATTEST as to Chairman's Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form:



DENISE C. MAY
County Attorney

A CERTIFIED TRUE COPY

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

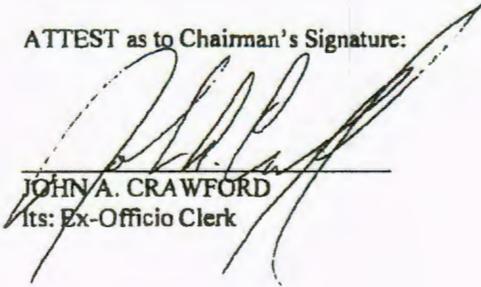


BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

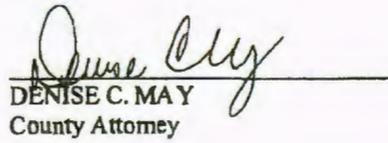


Klynt A. Farmer
Its: Chairman 

ATTEST as to Chairman's Signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form:


DENISE C. MAY
County Attorney

To: Deedee.Crews@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

ARV54

11/16/2023

CONTRACT INFORMATION

Contract:	ARV54
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL 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 = \$854,701 00
Description:	Traffic Signal Maintenance and Compensation Agreement

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 11/16/2023

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55024060262
Expansion Option:	AA
Object Code:	242059
Amount:	\$120,963 00
Financial Project:	41353218810
Work Activity (FCT):	342
CFDA:	
Fiscal Year:	2024
Budget Entity:	55150200
Category/Category Year:	088866/24
Amendment ID:	S011
Sequence:	00
User Assigned ID:	2024
Enc Line (6s)/Status:	0001/04

Total Amount: \$120,963.00