

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20021333

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the Traffic Signals, Maintenance, and Compensation Agreement with the Florida Department of Transportation for \$28,505.54 for the Fiscal Year of 2002-2003. Also, approve authorizing Resolution for the Chairman to execute this Agreement and the Director of Lee County DOT, or his designee, to sign and execute subsequent amendments and work orders to the Agreement.

WHY ACTION IS NECESSARY: Requires Board of County Commissioner approval for agreements.

WHAT ACTION ACCOMPLISHES: Allows County to receive compensation, in part, for the maintenance of State Traffic Signals.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C9D

3. MEETING DATE:

12-03-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN.
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Transportation*
- C. DIVISION

BY: *Scott Gilbertson, Dept. Director*

7. BACKGROUND: The Florida Department of Transportation (FDOT) is now allotting funds to local Maintaining Agencies of traffic signals and signal systems on State Highways. The FDOT will compensate each Maintaining Agency at the unit rate of \$518.00, or a portion of that rate, for traffic signals being maintained on State Highways for FY 2002-2003. The unit rate is reduced based on the number of approaches of the intersection that are not a State Road. For example, a four-legged intersection of two State Roads would be at 100% of the rate. The four-legged intersection of a State Road and a local (non-State) road, where two legs are the State Road would be at 50% of the unit rate. It is anticipated that the unit rate for compensation will be increased in subsequent fiscal years. These rates are anticipated to be \$1,599.00 in Fiscal Year 2003-2004, \$2,196.00 in Fiscal Year 2004-2005, and increase by 3% for each year thereafter.

In the past, local Maintaining Agencies did not receive any direct compensation for the maintenance and operation of traffic signals and signal systems. FDOT did, in the past, and it is anticipated will continue in the future, provide the necessary funding to install or rebuild traffic signals, but only with the promise from a local agency, that the local agency would maintain and operate the traffic signal once installed.

Based on the anticipated rate in Fiscal 2004-2005, this will reimburse Lee County for about 50% to 60% of our annual maintenance and operation costs associated with FDOT's Traffic Signals and Signal Systems.

8. MANAGEMENT RECOMMENDATIONS: Approve the Agreement

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>11/19/02</i>	<i>[Signature]</i>			<i>[Signature]</i>	OA	OM	Risk	GC	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by <i>CoAtty</i>
Date: <i>11/20/02</i>
Time: <i>11:25 am</i>
Forwarded To: <i>Budget</i>
<i>11/20/02 3:06pm</i>

RCVD Co Admw (RK)
11-20-02 4:25 PM
To P.R. 11/21 12:00

LEE COUNTY RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING LEE COUNTY TO
ENTER INTO A MAINTENANCE AND COMPENSATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR TRAFFIC SIGNALS**

THIS IS A RESOLUTION to the Board of County Commissioners, Lee County, Florida, a political subdivision of the State, authorizing the execution of a Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT) for Traffic Signals on the State Highway System.

WHEREAS, Lee County, Florida, has the statutory authority to enter into an Agreement with the Florida Department of Transportation in accordance with Section 334.044, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, that:

1. The Maintenance and Compensation Agreement for Traffic Signals, in the amount of Twenty-eight Thousand Five Hundred Five Dollars and Fifty-four Cents (\$28,505.54) for the Fiscal Year of 2002-2003 is hereby approved.
2. In return and as provided for in this Agreement, the County agrees to maintain FDOT's Traffic Signals on a year-to-year basis and upon mutual agreement.
3. The Chairman of, and the Clerk to the Board of Lee County Commissioners are hereby authorized to execute said Agreement
4. The Director of Lee County Department of Transportation, or his designee, is hereby authorized to sign and execute any subsequent amendments or work orders to this Agreement.
5. The Clerk of the Circuit Court is hereby authorized and directed to transmit one (1) certified copy of this Resolution to the Florida Department of Transportation along with the executed Agreements.

DONE AND ADOPTED with a quorum present and voting on this _____ day of _____, 2002.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2002, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Lee County Florida, herein called the "Maintaining Agency".

WITNESSETH:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

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, and communications interconnect), school zone traffic control devices, intersection flashing 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 as identified in Exhibit A. Flashing beacons, emergency signals, and 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. 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.
2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
3. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Maintaining Agency.
4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals. Signal Systems timings (cycle length, split, offsets) are considered operational changes and maybe changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer and be contingent upon an engineering report or documentation of engineering judgment prepared by, or for, the Maintaining Agency in accordance with Section 1A.09, Engineering Study and Engineering Judgment, of the MUTCD, recommending such changes by a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.
5. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file.

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 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 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 added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals 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.

7. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

11. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

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) 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.

15. The Maintaining Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

16. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

17. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

19. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

20. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.

21. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Attest: _____
(Seal if Applicable)

Attest: _____

REVIEWED:

Attorney Date

EXHIBIT A					
TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 02-03					
Effective Date From: 7/1/2002 To: 06/30/03			Page 1 of 5		
Maintaining Agency: Lee County Traffic Operations					
Intersection Locations	Compensation (Yes or No)	FDOT FY Unit Rate \$518.00	Percent of State (Ex. 25,33,50, 75, or 100)	Total Amount (Unit Rate x Percent)	
US41B/12001 Pondella / Cardinal Dr	Yes	\$518.00	50.00%	\$259.00	
US41B Willis ST. / Emergency Fire	No	\$518.00	0.00%	\$0.00	
US41B SR 78 (12060) Pine Island Rd	Yes	\$518.00	100.00%	\$518.00	
US41B Littleton Rd	Yes	\$518.00	67.00%	\$347.06	
US41B Laurel Dr.	Yes	\$518.00	67.00%	\$347.06	
US41B SR 45 (12010) US 41	Yes	\$518.00	75.00%	\$388.50	
San Carlos Buttonwood / Prescott	Yes	\$518.00	50.00%	\$259.00	
San Carlos Mid Block Ped Crossing	No	\$518.00	0.00%	\$0.00	
San Carlos Ft. Myers / Beach Fire Sta #2	No	\$518.00	0.00%	\$0.00	
San Carlos Pine Ridge Rd	Yes	\$518.00	50.00%	\$259.00	
San Carlos Summerlin Square Center	Yes	\$518.00	50.00%	\$259.00	
San Carlos Summerlin, Rd / CR 869	Yes	\$518.00	50.00%	\$259.00	
San Carlos Kelly Rd	Yes	\$518.00	50.00%	\$259.00	
San Carlos McGregor Blvd / New align	Yes	\$518.00	50.00%	\$259.00	
Gladiolus Dr. US 41 (12010) SR 45	Yes	\$518.00	75.00%	\$388.50	
Six Mile Pkwy. Wal Mart / Home Depot / Ent	Yes	\$518.00	50.00%	\$259.00	
Six Mile Pkwy. Metro Prkwy (12011)	Yes	\$518.00	67.00%	\$347.06	
Colonial SR 45 (12010) US 41	Yes	\$518.00	75.00%	\$388.50	
Colonial Fowler St	Yes	\$518.00	50.00%	\$259.00	
Colonial Metro Prkwy / Canal Rd	Yes	\$518.00	100.00%	\$518.00	

	Total Lump Sum	\$5,573.68
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I certify that the above traffic signals were 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 \$28,505.54.

 Maintaining Agency Date

 District Traffic Operations Engineer Date

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 02-03

Effective Date From: 7/1/2002 To: 06/30/03

Page 2 of 5

Maintaining Agency: Lee County Traffic Operations

Intersection Locations	Compensation (Yes or No)	FDOT FY Unit Rate \$518.00	Percent of State (Ex. 25,33,50, 75, or 100)	Total Amount (Unit Rate x Percent)
Colonial Ortiz Rd	Yes	\$518.00	50.00%	\$259.00
Colonial SR 82 (12070) MLKing	Yes	\$518.00	75.00%	\$388.50
US 41 Bonita Beach RD.	Yes	\$518.00	50.00%	\$259.00
US 41 Sanibel Blvd	Yes	\$518.00	50.00%	\$259.00
US 41 Constitution Blvd	Yes	\$518.00	50.00%	\$259.00
US 41 Alico Rd	Yes	\$518.00	50.00%	\$259.00
US 41 Island Park Rd	Yes	\$518.00	50.00%	\$259.00
US 41 Briarcliff / Windsor	Yes	\$518.00	50.00%	\$259.00
US 41 Jamica Bay Dr / N Bay St	Yes	\$518.00	50.00%	\$259.00
US 41 Andrea Lane / Lake Ridge	Yes	\$518.00	50.00%	\$259.00
US 41 Market Place / Cypress Lake	Yes	\$518.00	50.00%	\$259.00
US 41 Daniels Rd / Cypress Lake	Yes	\$518.00	50.00%	\$259.00
US 41 Cypress Trace Mall ent	Yes	\$518.00	50.00%	\$259.00
US 41 Big Pine Way / 7 Lakes	Yes	\$518.00	50.00%	\$259.00
US 41 College Prkwy	Yes	\$518.00	50.00%	\$259.00
US 41 Crystal Dr	Yes	\$518.00	50.00%	\$259.00
US 41 Beacon Manor / Oak Dr	Yes	\$518.00	50.00%	\$259.00
US 41 S Airport / South Rd	Yes	\$518.00	67.00%	\$347.06
US 41 Boy Scout Rd	Yes	\$518.00	50.00%	\$259.00
US 41 N. Key Ave	Yes	\$518.00	50.00%	\$259.00
US 41 Hancock Bridge Prkwy	Yes	\$518.00	50.00%	\$259.00
US 41 Pondella Rd / CR 78A	Yes	\$518.00	50.00%	\$259.00
Total Lump Sum				\$5,915.56

I certify that the above traffic signals were 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 \$28,505.54

Maintaining Agency _____ Date _____

District Traffic Operations Engineer _____ Date _____

EXHIBIT A					
TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 02-03					
Effective Date From: 7/1/2002 To: 06/30/03				Page 3 of 5	
Maintaining Agency: Lee County Traffic Operations					
Intersection Locations		Compensation (Yes or No)	FDOT FY Unit Rate \$518.00	Percent of State (Ex. 25,33,50, 75, or 100)	Total Amount (Unit Rate x Percent)
US 41	SR 78 (12060) Pine Island Rd	Yes	\$518.00	100.00%	\$518.00
US 41	Merchants Crossing ent #6	Yes	\$518.00	50.00%	\$259.00
US 41	Littleton Rd	Yes	\$518.00	50.00%	\$259.00
US 41	Del Prado Ext N	Yes	\$518.00	50.00%	\$259.00
US 41	Trail Dairy / Granvia Blvd	Yes	\$518.00	50.00%	\$259.00
US 41	Coconut Rd	Yes	\$518.00	50.00%	\$259.00
US 41	Williams Rd	Yes	\$518.00	50.00%	\$259.00
US 41	Corkscrew / Koreshan	Yes	\$518.00	50.00%	\$259.00
US 41	Broadway St	Yes	\$518.00	50.00%	\$259.00
US 41	Estero Fire Station	No	\$518.00	0.00%	\$0.00

739	Daniels Prkwy	Yes	\$518.00	50.00%	\$259.00
739	Crystal Dr	Yes	\$518.00	50.00%	\$259.00
739	Danley Dr	Yes	\$518.00	67.00%	\$347.06
739	Idelwild St	Yes	\$518.00	67.00%	\$347.06
80	New York / Tice St	Yes	\$518.00	50.00%	\$259.00
80	Ortiz / Florence / CR 80B	Yes	\$518.00	50.00%	\$259.00
80	Underwood Dr	Yes	\$518.00	50.00%	\$259.00
80	SR 93 (12075) S.B. ramp	Yes	\$518.00	100.00%	\$518.00
80	SR 93 (12075) N.B. ramp	Yes	\$518.00	100.00%	\$518.00
80	Orange River Blvd	Yes	\$518.00	50.00%	\$259.00
80	Ft. Myers Forestry	No	\$518.00	0.00%	\$0.00
Total Lump Sum					\$5,874.12

I certify that the above traffic signals were 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 \$28,505.54.

Maintaining Agency _____ Date _____

District Traffic Operations Engineer _____ Date _____

EXHIBIT A					
TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 02-03					
Effective Date From: 7/1/2002 To: 06/30/03				Page 4 of 5	
Maintaining Agency: Lee County Traffic Operations					
Intersection Locations	Compensation (Yes or No)	FDOT FY Unit Rate \$518.00	Percent of State (Ex. 25,33,50, 75, or 100)	Total Amount (Unit Rate x Percent)	
80 SR 31 (12090)	Yes	\$518.00	100.00%	\$518.00	
80 Ft. Myers Shores Fire Station	No	\$518.00	0.00%	\$0.00	
80 Davis Blvd	Yes	\$518.00	67.00%	\$347.06	
80 Tropic Ave	Yes	\$518.00	67.00%	\$347.06	
80 Mid Block Bus Signal	No	\$518.00	0.00%	\$0.00	
80 Olga Rd / Buckingham Rd	Yes	\$518.00	50.00%	\$259.00	
80 Broadway / CR 78 / 12560	No	\$518.00	0.00%	\$0.00	
80 Styles Rd Emer Fire	No	\$518.00	0.00%	\$0.00	

McGregor Iona Rd	Yes	\$518.00	50.00%	\$259.00	
McGregor Pine Ridge / Portsmouth Blvd	Yes	\$518.00	50.00%	\$259.00	
McGregor Cypress Lake Dr	Yes	\$518.00	50.00%	\$259.00	
McGregor Camelot Dr / Landings	Yes	\$518.00	50.00%	\$259.00	
McGregor College / Cape Coral	Yes	\$518.00	50.00%	\$259.00	
McGregor Winkler Rd	Yes	\$518.00	50.00%	\$259.00	
McGregor Whiskey Creek Rd./School xng	No	\$518.00	0.00%	\$0.00	

SR 78 Del Prado Blvd	Yes	\$518.00	50.00%	\$259.00	
SR 78 Pondella / New Alignment	Yes	\$518.00	50.00%	\$259.00	
SR 78 Merchants Crossing #2	Yes	\$518.00	67.00%	\$347.06	
SR 78 Wal Mart / Woodward	Yes	\$518.00	50.00%	\$259.00	
SR 78 Piney Rd	Yes	\$518.00	50.00%	\$259.00	
SR 78 Evalena Lane / New Alignment	Yes	\$518.00	50.00%	\$259.00	
				Total Lump Sum	\$4,667.18

I certify that the above traffic signals were 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 \$28,505.54.

Maintaining Agency _____ Date _____

District Traffic Operations Engineer _____ Date _____

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 02-03

Effective Date From: 7/1/2002 To: 06/30/03

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Maintaining Agency: Lee County Traffic Operations

Intersection Locations	Compensation (Yes or No)	FDOT FY Unit Rate \$518.00	Percent of State (Ex. 25,33,50, 75, or 100)	Total Amount (Unit Rate x Percent)
SR 78 Hart-New Post Rd	Yes	\$518.00	50.00%	\$259.00
SR 78 Slater Rd / Coon Rd	Yes	\$518.00	50.00%	\$259.00
SR 78 SR 93 (12070) SB.Ramps	Yes	\$518.00	100.00%	\$518.00
SR 78 SR 93 (12070) NB. Ramps	Yes	\$518.00	100.00%	\$518.00
SR 78 Tarpon / Nalle Rd	No	\$518.00	0.00%	\$0.00
MLK Ortiz Ave /CR S80 (12570)	Yes	\$518.00	50.00%	\$259.00
MLK Daniels Pkwy / Gunnery Rd ex	Yes	\$518.00	50.00%	\$259.00
I-75 Bonita Beach Rd NB Ramp	Yes	\$518.00	100.00%	\$518.00
I-75 Bonita Beach Rd SB Ramp	Yes	\$518.00	100.00%	\$518.00
I-75 Corkscrew NB Ramp	Yes	\$518.00	100.00%	\$518.00
I-75 Corkscrew SB Ramp	Yes	\$518.00	100.00%	\$518.00
I-75 Alico Rd NB Ramp	Yes	\$518.00	100.00%	\$518.00
I-75 Alico Rd SB Ramp	Yes	\$518.00	100.00%	\$518.00
I-75 Daniels Rd NB Ramp (12100)	Yes	\$518.00	100.00%	\$518.00
I-75 Daniels Rd SB Ramp (12100)	Yes	\$518.00	100.00%	\$518.00
Daniels Pkwy Tree Line	Yes	\$518.00	50.00%	\$259.00

			Total Lump Sum	\$6,475.00

I certify that the above traffic signals were 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 \$28,505.54.

Maintaining Agency _____ Date _____

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.

Example: For a intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount will be: $\$518 \times (2/4) = \259

Unit Rates per 100% State Intersections

FY 02-03	\$ 518
03-04	\$1,599
04-05	\$2,196
05-06	\$2,262
06-07	\$2,330

Beginning FY 07-08, the Unit Rate for each fiscal year will be 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.