

**CITY OF BELLE ISLE
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this 1ST day of February, 2014 by and between the CITY OF BELLE ISLE, hereinafter referred to as "OWNER" and TRAFFIC MANAGEMENT and ENGINEERING dba CONTROL SPECIALISTS, hereinafter referred to as "CONTRACTOR".

1. **SCOPE OF WORK.** The Contractor shall be available on the request of the Owner to provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting. Please refer to Exhibit A: Traffic Signal Intersections Maintained and Operated for The City of Winter Garden (attached).
2. **TERM.** This Agreement shall be for an initial term of one (1) year from the date of the Agreement; however, the Owner shall have the right to cancel and terminate this Agreement, in its sole discretion, during the term thereof, upon giving written notice to the Contractor at least ninety (90) days prior to the intended date of termination. In the event of termination the Contractor shall be entitled to receive payment for services and work performed and materials and/or equipment furnished under the terms of this Agreement as directed by the Owner up to the date of termination provided it is acknowledged that the Contractor shall not be entitled to any damage liquidated or otherwise caused as a result of such termination.

It is mutually agreed between both parties that this Agreement may be extended at the expiration of the initial term for a period of one (1) to five (5) years from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein. Rates are subject to change, but not to exceed five percent (5%) in a given year.

3. **EXECUTION OF WORK.** The Contractor shall execute the work under this Agreement in the following manner:
 - a) The Contractor certifies that it is a full-time specialized contractor in the State of Florida, and is pre-qualified by the Florida Department of Transportation to perform said work and has the capability and expertise to install and maintain traffic signals for the Owner.
 - b) The Contractor shall provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting as requested and directed by the Owner's designated personnel, hereinafter referred to as Director.
 - c) The Contractor shall provide qualified employees of the Contractor who shall be available at all times, day and night, for on-site consultation with the

Director regarding traffic signal issues. The Contractor shall furnish the name and telephone number of such representative to the Director upon execution of this Agreement.

- d) The Contractor shall at all times maintain emergency response vehicles which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle will have rotating beacons on front and center or rear.
- e) The Contractor, in performing any work under this Agreement, shall utilize protective signing, flashers, cones and flag persons in compliance with the "Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operation", Sections 1 through 15, published by the Florida Department of Transportation.
- f) The Contractor shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and construction liaison when needed.
- g) The Contractor shall promptly notify the Director of the disablement of any piece of equipment of any system due to an accident, or other cause such as damaged cable, broken parts or other difficulties, when such piece of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.
- h) The Contractor shall promptly report to the Director any unauthorized construction or repair work by others on the Owner's equipment being maintained under this Agreement. The Contractor shall also report any construction or repair work in progress that may endanger or damage the equipment of the Owner's system.
- i) The Contractor shall act in the best interest of the Owner in selection of material and equipment which has been authorized for purchase by the Director. In addition, the Contractor shall advise and assist the Director regarding the settlement of claims on defective materials and equipment used in traffic signal, school flasher and highway safety equipment when purchased by the Contractor.

4. JOB NUMBERS:

- a) The Contractor, prior to commencement on any routine maintenance, shall receive a Purchase Order Number from the Director. Upon completion of the work the Contractor shall notify the Director of the scope, nature and

cost of such work performed. Exhibit "C" Traffic Signal Maintenance Inspection List shall be completed with each routine maintenance inspection.

- b) The Contactor, at the beginning of each week, shall submit to the Director a copy of all invoices for approval of payment. A separate invoice shall be used to identify each job.
 - c) The Contractor shall be issued a separate Purchase Order and Job Number from the Director prior to the commencement of any work to be performed for non routine maintenance, construction, major repairs and capital purchases. If the Director orally directs that a repair be made during non-working hours, a Job Number will be issued to the Contactor on the next normal day of operation to cover the pre-authorized cost of the repair.
5. COMPENSATION: The Owner shall pay the Contractor for work performed as outlined in Exhibit "B".
6. EXTRA WORK: It is understood and agreed under this Agreement that the Contractor shall hold itself ready at all times to perform emergency planned maintenance for the Owner on traffic lights, caution lights, school flashers and roadway safety lighting. In addition, the Owner shall have the Contractor perform the installation and construction of new equipment for the Owner under this Agreement. This includes major repairs or major changes in any system. The new construction or major repairs shall be performed only after receiving written notice from the Owner. If the Contractor desires to perform any work or project involving new installations or major repairs, the Contractor shall furnish the Owner with a firm price for all the work necessary to perform such major repair or to complete such new construction.
7. TIME AND CHANGES: If it becomes necessary to install a temporary controller due to damage to a traffic signal which changes the timing or sequence, or any other special feature of a traffic signal, the Director shall be notified in writing giving the reason for the change, the nature of the change and the approximate date the traffic signal shall be returned to normal service. The Director shall also be notified in writing within a reasonable time when the original equipment has been repaired and replaced. The Director must authorize any and all timing changes on Owner's traffic signals. Whenever the Director determines a condition that warrants the modification of timing or dial settings on traffic control systems, the Director shall advise the Contractor of such changes and the Contractor shall keep timing and dial setting in accordance with the Director's instructions at all times. If the Director is unavailable in the event of an emergency the Contractor shall make such time changes as are necessary.
8. CONTRACTOR'S RECORDS: The Contractor shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under

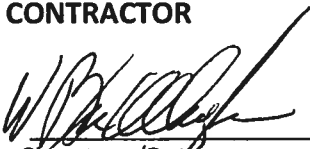
this Agreement. The Contractor hereby grants the Owner and its duly authorized representative's permission to audit and review any and all of the Contractor's records pertaining to the Agreement. The Contractor shall furnish the Owner all invoices and statements for which it requests reimbursement.

9. **METHOD OF PAYMENT:** Upon completion of all work under a Purchase Order and/or Job Number, the Contractor shall submit an invoice to the Director for approval. The invoice shall reference the Purchase Order and/or Job Number, the date, time, location, reporting agencies, repairs made and the itemized costs.
10. **PERFORMANCE BOND AND LABOR/MATERIAL BOND:** The Contractor shall post a labor and material bond in the amount of \$10,000.00 which shall guarantee payment by the Contractor of all sums of money due for any labor and materials furnished under this Agreement. The Contractor shall also furnish a performance bond in the sum of \$10,000.00 which shall guarantee performance of any and all duties under this Agreement. For new construction or other major projects, the Owner may require a bond of a greater amount.
11. **INSURANCE:** The Contractor shall provide and maintain at all times during this Agreement, without cost or expense to the Owner, policies of insurance generally known as liability policies, insuring the Contractor against any and all claims, demands and causes of action whatsoever for injuries received and damage to property in connection with this Agreement. Said policies shall insure the Contractor in the amount of not less than \$1,000,000.00 per person, in the amount of not less than \$1,000,000.00 to cover any and all claims arising in connection with any particular accident or occurrence and property damage insurance in the amount of \$1,000,000.00. The Contractor shall provide and maintain Worker's Compensation insurance as required by Florida State Statute 440. The Owner shall be entitled to thirty (30) days notice of any change or cancellation in said policies. The Owner shall be named as additional insured under any and all public liability policies.
12. **FINAL PAYMENT:** The Owner shall hold the final payment due the Contractor until all equipment has been inspected and inventoried. The costs of any equipment unaccounted for, or deficiencies in workmanship during the year, shall be subtracted from the final Agreement payment. A complete inventory, including a list of all field and traffic equipment supplied by the Owner, shall be made prior to the beginning and termination of the Agreement.
13. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be in any way construed to constitute the Contractor, or any of its agents or employees as the agent, employee or representative of the Owner.

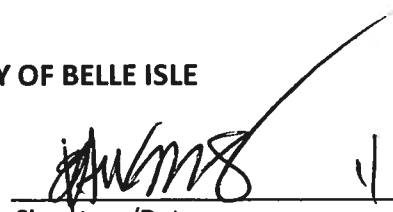
The Contractor agrees that they shall be solely responsible to parties with whom they shall deal in carrying out the terms of this Agreement and shall be responsible for the agreements they shall make with the third party or for those obligations incurred by the Contractor to such third parties in carrying out the terms of this Agreement.

14. TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Owner shall have a right to terminate this Agreement by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least ten (10) days before the effective date of such termination.
15. PERSONAL SERVICE CONTRACT: This Agreement is not assignable by the Contractor without the expressed written consent of the Owner.
16. ENTIRE AGREEMENT: It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.
17. SEVERABILITY: In the event a Court of Competent Jurisdiction finds any sentence, provision, paragraph or section of this Agreement null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from this Agreement.

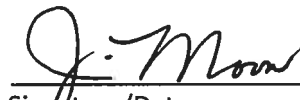
CONTRACTOR


Signature/Date 02-24-14

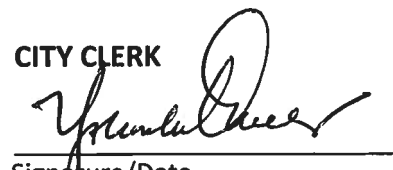
CITY OF BELLE ISLE

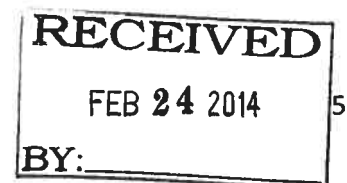

Signature/Date 1/14/14

WITNESS


Signature/Date 2/24/14

CITY CLERK


Signature/Date 1/14/14



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EXHIBIT "B"
TRAFFIC SIGNAL MAINTENANCE COST SCHEDULE

	TYPE	PER HOUR COST
LABOR	Drive Time	N/A
	Emergency Repair Time Monday-Friday 7:30 am to 4:30 pm	\$87.00
	Emergency Repair Time Monday-Friday 4:30 pm to 7:30 am	\$110.00
	Emergency Repair Time 4:30 pm Friday to 7:30 am Monday	\$110.00
	Emergency Overtime	\$110.00
EQUIPMENT	Bucket Truck	\$93.00
	Lift Truck	\$93.00
	Auger/Crane Truck	\$144.00
	Service Vehicle	\$58.00
	Other	N/A
	TYPE	PER UNIT COST
MATERIALS	Load Switch (FDOT Cert# 1620221401)	\$24.00
	Flashers (FDOT Cert# 1631221401)	\$24.00
	Detectors A. Rack Mount 1. 2-Channel (FDOT Cert #1351221402)	\$120.00
	Detectors B. Shelf Mount 1. 1-Channel (FDOT Cert #1351221405)	\$95.00
	2. 1-Channel w/Delay (FDOT Cert #1351221406)	\$119.00
	Fan 110 -120 VAC 5" w/Roller Bearing	\$24.00
	Pull Box (Small) A. 12" x 24" x 12" Pull Box w/Heavy Duty Lid	\$230.00
	B. 17" x 30" x 12" Pull Box w/Heavy Duty Lid	\$360.00
	C. 24" x 36" x 18" Pull Box w/Heavy Duty Lid	\$675.00
	D. 39" Round x 39" Deep Pull Box w/Heavy Duty Lid	\$1710.00
	Cabinet (New) Cabinet Type 5 Wired (FDOT Cert# 1444040101)	\$8150.00 off system
	Controller NEMA TS2 Type 2 Controller – Eagle EPAC M-52 (FDOT Cert# 1552080102)	\$2987.00

EXHIBIT "B"
TRAFFIC SIGNAL MAINTENANCE COST SCHEDULE (cont.)

	TYPE	PER UNIT COST
MATERIALS (Cont.)	Bulb 20 Watt Florescent	\$6.50
	LED Bulb (GYR)	\$133.00
	A. 12" Green LED	
	B. 12" Yellow LED	\$96.00
	C. 12" Red LED	\$68.00
	D. 12" Green LED - Arrow	\$108.00
	E. 12" Yellow LED - Arrow	\$103.00
	F. 12" Red LED - Arrow	\$65.00
	LED Ped Module	\$345.00
	A. 12" LED Countdown Standard 1-Way	
	B. 12" LED Countdown Standard 2-Way	\$745.00
	Conflict Monitor (Repair)	\$86.00
	A. Repair – Malfunction Management Unit 16LE (FDOT Cert# 1611080203)	
	B. Replace – Malfunction Management Unit 16LE (FDOT Cert# 1611080203)	\$865.00
Ped Button ADA Ped Pushbutton (FDOT Cert# 1390201109)	\$51.00	
OTHER MATERIALS	(As Needed): Cost plus 15%	
INSTALLATIONS	Loops (Vehicle Detection)	
	"B" Loop	\$650.00
	"F" Loop	\$950.00
PREVENTIVE MAINT.	(Per Intersection/Per Month)	\$87.00

*** NOTE:** REPLACEMENTS AND NEW INSTALLATIONS SHALL BE BID ON A TIME PLUS MATERIALS BASIS. ALL MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH FDOT STANDARDS & SPECIFICATIONS.

EXHIBIT "C"

TRAFFIC SIGNAL MAINTENANCE INSPECTION LIST

1. SIGNAL OPERATION:			
a) Observed operation for one complete cycle		YES	NO
2. INSPECT THE TRAFFIC SIGNAL ASSEMBLY: (Look for the following)			
a) Bulbs and/or LED degradation		YES	NO
b) Broken signal heads, visors, lens		YES	NO
c) Broken or loose brackets		YES	NO
d) Loose disconnect hanger and door		YES	NO
3. ELECTRIC SERVICE:			
b) Conduit riser secure		YES	NO
c) Meter/can "safe"		YES	NO
d) Secure breaker cover		YES	NO
4. POLES:			
a) Rake appearance OK		YES	NO
b) Any visible breakage within pole		YES	NO
5. PEDESTRIAN SIGNALS:			
a) Signal heads, lens, bulb broken or out		YES	NO
b) Sign OK		YES	NO
c) Push button detector operational		YES	NO
6. CABINET AND BASE:			
a) Secure and weather tight		YES	NO
b) Any visible damage to cabinet or base		YES	NO
7. CABINET INTERIOR:			
a) Detectors tuned		YES	NO
b) Random checked conflict monitor		YES	NO
c) Observed flash condition, including police door		YES	NO
d) Observed controller operation		YES	NO
e) Checked pre-empt if possible		YES	NO
f) Checked time clock operation		YES	NO
g) Cleaned cabinet interior		YES	NO
h) Checked status of system (online/offline)		YES	NO
i) Observed that cameras and camera system are working		YES	NO
8. SOLAR POWERED SIGNALS:			
a) Checked security of panels		YES	NO
b) Reviewed program of operation		YES	NO
c) Observed operation		YES	NO
d) Checked batteries		YES	NO