

Memorandum



Date: September 9, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: First Amendment to Off-System Construction and Maintenance Agreement with the
Florida Department of Transportation for Local Roadway Improvements along SR
5/Biscayne Boulevard from NE 123rd Street to NE 163rd Street

TC
Agenda Item No. 3(E)

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve a First Amendment (Amendment) to the Off-System Construction and Maintenance Agreement between Miami-Dade County (County) and the Florida Department of Transportation (FDOT) for Project No. FM 451123-1-52-01 (SR 5/Biscayne Boulevard from NE 123rd Street to NE 163rd Street).

The original agreement, approved by the Board through Resolution No. R-952-25 on October 9, 2025, authorized FDOT to construct certain local roadway improvements on NE 151st Street, which is not part of the State Highway System. This Amendment amends and restates that agreement to revise the project limits and expand the scope of local roadway improvements on NE 151st Street to address additional constructability considerations identified during project development.

The original project cost was estimated at approximately \$94,220.21. The additional improvements are estimated to cost approximately \$21,726.86, increasing the total estimated project cost to \$115,947.07. The project will continue to be fully funded and constructed by FDOT. Construction is anticipated to begin in July 2028.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of the First Amendment to the Off-System Construction and Maintenance Agreement between the County and FDOT to revise the project limits and expand the scope of local roadway improvements on NE 151st Street. The amended project has a total estimated cost of \$115,947.07, which will be fully funded by FDOT.

Scope

The project is in District 4, which is represented by Commissioner Micky Steinberg.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this Amendment, including exercising all the provisions contained therein, is consistent with those authorities granted under the Code of Miami-Dade County. No additional delegation of authority is being requested within the body of this Amendment.

Fiscal Impact/Funding Source

The amended project has a total estimated cost of \$115,947.07 and will be fully funded and constructed by FDOT. Upon completion, the County will assume maintenance responsibilities for those improvements within the County right-of-way that are assigned to the County under the Agreement. These maintenance activities will be performed as part of DTPW's existing maintenance operations and funded through its General Fund allocation.

Track Record/Monitor

DTPW is the entity overseeing this project and the person responsible for monitoring this Amendment is Ms. Maria D. Molina, P.E., Chief, Right-of-Way Division.

Background

On October 9, 2025, the Board adopted Resolution No. R-952-25 approving an Off-System Construction and Maintenance Agreement between the County and FDOT for Project No. FM 451123-1-52-01. The agreement authorized FDOT to design and construct certain local roadway improvements on NE 151st Street and authorized the County Mayor or County Mayor's designee to execute the agreement and exercise all provisions contained therein.

These improvements include, but are not limited to, the following:

- Replacement of sidewalk;
- Installation of signage;
- Installation of signalization pull boxes;
- Installation of signalization conduits;
- Modification of signalization controller cabinet;
- Installation of pedestrian signals;
- Retrofit of existing lighting poles; and
- Installation of lighting poles, pull boxes, and conduits.

This Amendment amends and restates the previously approved agreement to revise the project limits and expand the scope of local roadway improvements on NE 151st Street to address additional constructability considerations identified during project development. The expanded scope includes additional sidewalk replacement, signalization conduit installation, and retrofitting of existing lighting poles, together with other related roadway improvements previously authorized under the Agreement.

If additional right-of-way is required to complete the project, FDOT will acquire the necessary property at no cost to the County. Construction is anticipated to begin in July 2028.


Roy Coley
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 6, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION APPROVING A FIRST AMENDMENT TO AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT (THE "AGREEMENT") BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LOCAL ROADWAY IMPROVEMENTS ON STATE ROAD 5 FROM NE 123RD STREET TO NE 163RD STREET, A PORTION OF WHICH INCLUDES WORK ON A PORTION OF NE 151ST STREET, IN MIAMI-DADE COUNTY, FLORIDA; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the foregoing recital and incorporates it into this resolution.

Section 2. Approves the First Amendment to the Off-System Construction and Maintenance Agreement (the "Agreement") between Miami-Dade County and the Florida Department of Transportation, in substantially the form attached hereto and incorporated herein, for the implementation of local roadway improvements on SR 5/Biscayne Boulevard from NE 123rd Street to NE 163rd Street, a portion of which includes work on a portion of NE 151st Street, in Miami-Dade County, Florida.

Section 3. Further authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Annery Pulgar Alfonso
Bruce Libhaber

AMENDED AND RESTATED
OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and
MIAMI-DADE COUNTY, a political subdivision of the State of Florida

THIS AMENDED AND RESTATED OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT is made and entered into as of _____, 20__, by and through the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (the "Department"), and Miami-Dade County, a political subdivision of the State of Florida (the "County"), each a "Party" and collectively referred to as the "Parties."

RECITALS

A. Upon approval of the Department's Work Program by the State of Florida Legislature, and adoption by the Department Secretary, the Department shall complete the various projects included in the Department Work Program; and

B. Included in the Department Work Program is Project Number FM# 451123-1-52-01, SR 5/Biscayne Blvd from NE 123rd Street to NE 163rd Street (the "Project"). A portion of the Project includes work on NE 151st Street, in Miami-Dade County, Florida, road not on the State Highway System, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

C. The County is the holder of ownership rights to NE 151st Street, a road not on the State Highway System; and

D. The Parties agree that it is in the best interest of each party for the Department to undertake and to complete all aspects of the Project, including but not limited to, design, construction, construction inspection, maintenance during construction, construction and/or relocation of utilities, acquisition of easements, maintenance of certain Off-System Improvements (as defined herein) after construction, and other associated tasks; and

E. The Parties have previously entered into maintenance agreements in which the County agreed to maintain certain Department-owned improvements on behalf of the Department, which are attached hereto as Exhibit “B” and incorporated herein by reference (the “Department-County Maintenance Agreements”).

F. The Parties further agree that it is in the best interest of each party to enter into this Agreement in order to allow the Department to construct and complete the Project.

G. The Parties are executing this Amended and Restated Off-System Construction and Maintenance Agreement to amend, restate, and replace in its entirety that certain Off-System Construction and Maintenance Agreement previously entered into between the Parties dated December 10, 2025 and any amendments thereto.

TERMS

NOW THEREFORE, in consideration of the premises, the mutual covenants and other valuable consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals in this Agreement are true and correct, and incorporated into and made a part hereof.
2. The Parties agree that the Department intends to undertake and complete Project Number FM# 451123-1-52-01, which Project generally includes the following:
 - safety improvements;
 - provision of midblock crosswalks at two locations along SR 5/Biscayne Blvd;
 - reconstruction of deficient curb ramps;
 - drainage improvements
 - signing and pavement marking improvements;
 - signalization improvements;
 - lighting improvements; and
 - irrigation improvements.

The Project shall include improvements on NE 151st Street from approximately 80 feet to the west and 190 feet to the east of the SR 5/Biscayne Blvd centerline(the “Off-System Project

Limits”). The work within the Off-System Project Limits shall include, but may not be limited to the following (the “Off-System Improvements”):

- (a) Replacement of sidewalk (all sidewalk along the side street after pedestrian ramp to be maintained by the County in perpetuity);
- (b) Installation of signing (to be maintained by the County in perpetuity);
- (c) Installation of signalization pull boxes (although the responsibility to maintain in perpetuity lies with the Department, maintenance will be performed by the County pursuant to the Department-County Maintenance Agreements);
- (d) Installation of signalization conduits (although the responsibility to maintain in perpetuity lies with the Department, maintenance will be performed by the County pursuant to the Department-County Maintenance Agreements);
- (e) Modification of signalization controller cabinet (although the responsibility to maintain in perpetuity lies with the Department, maintenance will be performed by the County pursuant to the Department-County Maintenance Agreements);
- (f) Installation of pedestrian signals (although the responsibility to maintain in perpetuity lies with the Department, maintenance will be performed by the County pursuant to the Department-County Maintenance Agreements);
- (g) Retrofit existing lighting poles (to be maintained by the County in perpetuity);
- (h) Installation of lighting poles, pull boxes, and conduits (although the responsibility to maintain in perpetuity lies with the Department, maintenance will be performed by the County pursuant to the Department-County Maintenance Agreements); and

The Project shall further include all activities associated with or arising out of the construction of the Off-System Improvements. In the event that the Project requires the acquisition of additional right-of-way within the Off-System Project Limits, the Department shall acquire such right-of-way in order to complete the Project. The County shall cooperate with and shall support the Department’s work efforts in these regards.

The Department will design and construct the Project in accordance with all applicable federal and state laws and regulations and in accordance with Department design and construction standards as set forth in the Department’s guidelines, standards, and procedures. The Department

shall have final decision authority with respect to the design, the design review process, and construction of the Off-System Improvements, and the relocation of any utilities that the Department may determine to be required.

3. The Parties acknowledge and agree that the County will review the Project Design Plans (“Project Design Plans”) and shall submit its comments, if any, via Electronic Reviewer Comments (“ERC”). The Department shall provide the County access to the ERC, and the Department shall use the ERC to submit the Project Design Plans for the County to review. When the Department places the Project Design Plans in the ERC, the Department will designate a Comment Due Date and a Response Due Date. The County shall submit its comments with regards to the Project Design Plans on or before the Comment Due Date, and the Department shall respond to the County’s comments, if any, on or before the Response Due Date. If the County does not submit its comments by the Comment Due Date, the County will be deemed to have approved the Project Design Plans submitted by the Department. The review process for the Project Design Plans will be deemed concluded when the Department has submitted the Final Project Design Plans to the ERC, and the Comment Due Date and Response Due Date for the Final Project Design Plans have passed, and the Department has addressed all of the County ‘s comments that were submitted through the ERC. Once the review process is concluded, the Department will construct the Project in accordance with the Final Project Design Plans submitted through the ERC. The County acknowledges and agrees that, during construction of the Off-System Improvements, the Department will only utilize the services of law enforcement officers when required by the Department’s Standard Specifications for Road and Bridge Construction, and no additional requirements will be imposed. No further agreements or permits shall be required for production or construction of this Project.

Major modifications of the approved Project Design Plans must be submitted to the County for review. A “Major Modification” is any modification that materially alters the kind or nature of the work depicted in the approved Project Design Plans, or that alters the integrity or maintainability of the Off-System Improvements, or related components. The County’s review shall be within the reasonable time schedule proposed by the Department, in order to avoid delay to the Department’s construction contract. In the event that any Major Modifications are required during construction, the Department shall be entitled to proceed with the modifications that are

necessary to complete the construction of the Project, and shall, upon identifying the need for a Major Modification, immediately notify the County of the required changes prior to proceeding with implementation of the same. It is specifically understood and agreed that any such changes during construction shall not delay nor affect the timely construction schedule of the Project.

4. The County agrees to fully cooperate with the Department in the construction, reconstruction and relocation of utilities that are located within the County's right-of-way, within the Off-System Project Limits. The utility relocations, if any, which may be required by the Department for purposes of the Project, shall be done in accordance with the Department's guidelines, standards and procedures. The Department shall submit the proposed utility relocation schedule to the County. Utility relocations, if any, shall be done in accordance with the provisions of Chapter 337, F. S.

Additionally, the County agrees to fully cooperate with the Department in the removal of any encroachments or permitted improvements, and in the modification of any driveway connections, located within the County's right-of-way, within the Off-System Project Limits, that are in conflict with the Project, and the County hereby authorizes the Department to take any legal action necessary to effectuate the removal of any such conflicting encroachments or permitted improvements, and to effectuate the modification of any such driveway connections. The Department shall coordinate with the County for said removals or modifications, at no cost to the County

5. The Parties agree to perpetually maintain the Off-System Improvements in accordance with each Party's respective maintenance responsibilities set forth in paragraph 2 of this Agreement. To maintain means to perform normal maintenance operations for the preservation of the Off-System Improvements, which shall include but is not limited to, roadway surfaces, shoulders, roadside structures, drainage, signing and pavement markers, lighting, and such traffic control devices as are necessary for the safe and efficient use of the Off-System Improvements.

Additionally, the Parties understand and agree that the Department shall transfer any permit(s) required for the construction of the Off-System Improvements to be maintained by the County in accordance with paragraph 2 of this Agreement, if any, to the County as the operational maintenance entity, and the County agrees to accept said transfer and to be fully responsible to

comply with all operational and maintenance conditions of the permit(s), at its sole cost and expense.

Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the Department and its Contractor, as set forth in paragraph 9 of this Agreement.

6. The Parties acknowledge and agree that the County's right-of-way and the improvements and structures located within the County's right-of-way, are and will remain under the ownership of the County. The Parties further acknowledge that the Off-System Improvements installed by the Department as part of the Project within the County's right-of-way to be maintained in accordance with paragraphs 2(d) through 2(j) of this Agreement are and will remain under the ownership of the Department. Notwithstanding the foregoing or anything to the contrary herein, the County shall not construct or install, or grant to others permission to construct or install, any structures or improvements that will interfere with or prohibit the Department's ability to access and perform maintenance of the Off-System Improvements set forth in paragraphs 2(d) through 2(j) if necessary.
7. The Department shall require its construction Contractor to maintain, at all times during construction, Commercial General Liability insurance providing continuous coverage for all work or operations performed under the construction contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy, or such other minimum insurance coverage that may be required by the Department for the construction of the Project, in accordance with the Department's Standards and Specifications for Road and Bridge Construction. The Department shall further cause its Contractor to name the County and the Department as additional insured Parties on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.
8. The Department shall notify the County at least 48 hours before beginning construction within the County's right-of-way. Such notification may be provided via email, dpw@miamidade.gov,

to the Director, Department of Transportation and Public Works, and the notice requirements set forth in paragraph 20 shall not apply to this paragraph.

The Department agrees that the County may, at reasonable times during the construction of the Off-System Improvements, inspect the Contractor's construction site and perform such tests as are reasonably necessary to determine whether the goods or services required to be provided by the Contractor, pursuant to the Contractor's Construction Agreement with the Department, conform to the terms of said Construction Agreement. Upon request by the County, the Department shall coordinate with its Contractor to provide access to the County for performance of said inspections.

During the construction work related to the Project, the County shall fully cooperate with any such work being performed by the Department and the Department's contractors. The County shall not commit nor permit any act which may delay or interfere with the performance of any such work by the Department or the Department's contractors, unless the Department agrees in writing that the County may commit or permit said act.

9. Maintenance during construction within the Off-System Project Limits, commencing as of the first date of construction, shall be the responsibility of the Department's Contractor. Notwithstanding, neither the Department nor its Contractor shall be responsible for mowing or removing litter during construction of the Project. After completion of construction, the Parties shall assume their respective maintenance responsibilities for the Off-System Improvements as set forth in paragraph 2 of this Agreement.

Upon completion of construction, the Department is required to invite the County on the Final Inspection of the work within the Off-System Project Limits, and will incorporate legitimate County concerns that are within the scope of the contract into the final Project punch list to be corrected by the Contractor. Notice for Final Inspection shall be delivered via email to the Director, Department of Transportation and Public Works, and the notice provision of paragraph 20 shall not be applicable. However, if the County does not attend the Final Inspection, the Department shall proceed to conduct the Final Inspection, finalize the Project punch list, and issue a Notice of Final Acceptance to its Contractor. The Final Inspection shall be performed and the Notice of Final Acceptance shall be issued in accordance with the Department's Standard

Specifications for Road and Bridge Construction and the Construction Project Administration Manual (CPAM).

Upon issuance of the Notice of Final Acceptance to the Contractor, the Department shall provide a copy of said notice to the County. As of the date of the Notice of Final Acceptance, the Parties shall be immediately responsible for the maintenance of the Off-System Improvements in accordance with paragraph 2 of this Agreement and shall further accept the Off-System Improvements. The Department, however, shall have the right to assure completion of any punch list by the Contractor. Notwithstanding the issuance of the Notice of Final Acceptance, the County may notify the Department Project Manager of deficiencies in the Off-System Improvements that may be covered by the warranty provisions in the contract between the Department and its Contractor. The Department shall enforce the warranty if remedial action is required by the warranty provisions, as determined by the Department.

Upon completion of all work related to construction of the Project, the Department will be required to submit to the County final as-built plans for the Off-System Improvements and an engineering certification that construction was completed in accordance with the plans. Additionally, the Department shall vacate those portions of the County's right-of-way used to construct the Off-System Improvements, and shall remove the Department's property, machinery, and equipment from said portions of the County's right-of-way. Furthermore, the Department shall restore those portions of the County right-of-way disturbed by Project construction activities to the same or better condition than that which existed immediately prior to commencement of the construction of the Project.

10. Upon submission by the Department of a deed, with accompanying sketch and legal description, for the transfer to the County of any additional right-of-way acquired by the Department within the Off-System Project Limits, the County shall forthwith submit the same to its governing board or commission for approval and acceptance of such additional right-of-way.
11. This Agreement shall become effective as of the date both parties hereto have executed the Agreement. Prior to commencement of construction, the Department may in its sole discretion terminate this Agreement if it determines that it is in the best interest of the public to do so. If the Department elects to terminate this Agreement, the Department shall deliver formal notice of termination to the County, as set forth in paragraph 20 of this Agreement.

12. In the event that any election, referendum, approval, ratification, notice or other proceeding, or authorization is required to carry out the Project, the County agrees to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters, with time being of the essence.
13. The Department may utilize federal funds to design and construct the Project. In the event that the Project shall be constructed using federal funds, all costs incurred must be in conformity with applicable federal and state laws, regulations, and policies and procedures.
14. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred.
15. In the event that this Agreement is in excess of \$25,000, and the Agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this Agreement and are as follows:
"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 any such fiscal year. Any contract, verbal or written, made in violation of this subsection is 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 1 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 1 year."
16. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's or the County's respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
17. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

18. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
19. No term or provision of this Agreement shall be interpreted for or against any party because that party's legal counsel drafted the provision.
20. All notices required pursuant to the terms hereof, shall be in writing and shall be sent by first class United States Mail, facsimile transmission, hand delivery or express mail. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following:

To the County:

Director, Department of Transportation and Public Works
Miami-Dade County, Department of Transportation and Public Works
701 NW 1st Court, Suite 1700
Miami, FL 33136

To the Department:

Director of Transportation Operations
State of Florida, Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172

21. The County, by and through Resolution No. _____, attached hereto as Exhibit "C", has duly authorized the execution and delivery of this Agreement and agrees to be bound by the terms hereunder, and has further authorized the Mayor or his designee to take all necessary steps to effectuate the terms of this Agreement.

[REMAINDER INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: _____
Title: Director of Transportation Operations

Date: _____

Attest: _____

Name: _____
Title: _____

Department Legal Review:

By: _____

Name: _____

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

Title: _____

Approved as to form and legality:

By: _____

Name: _____

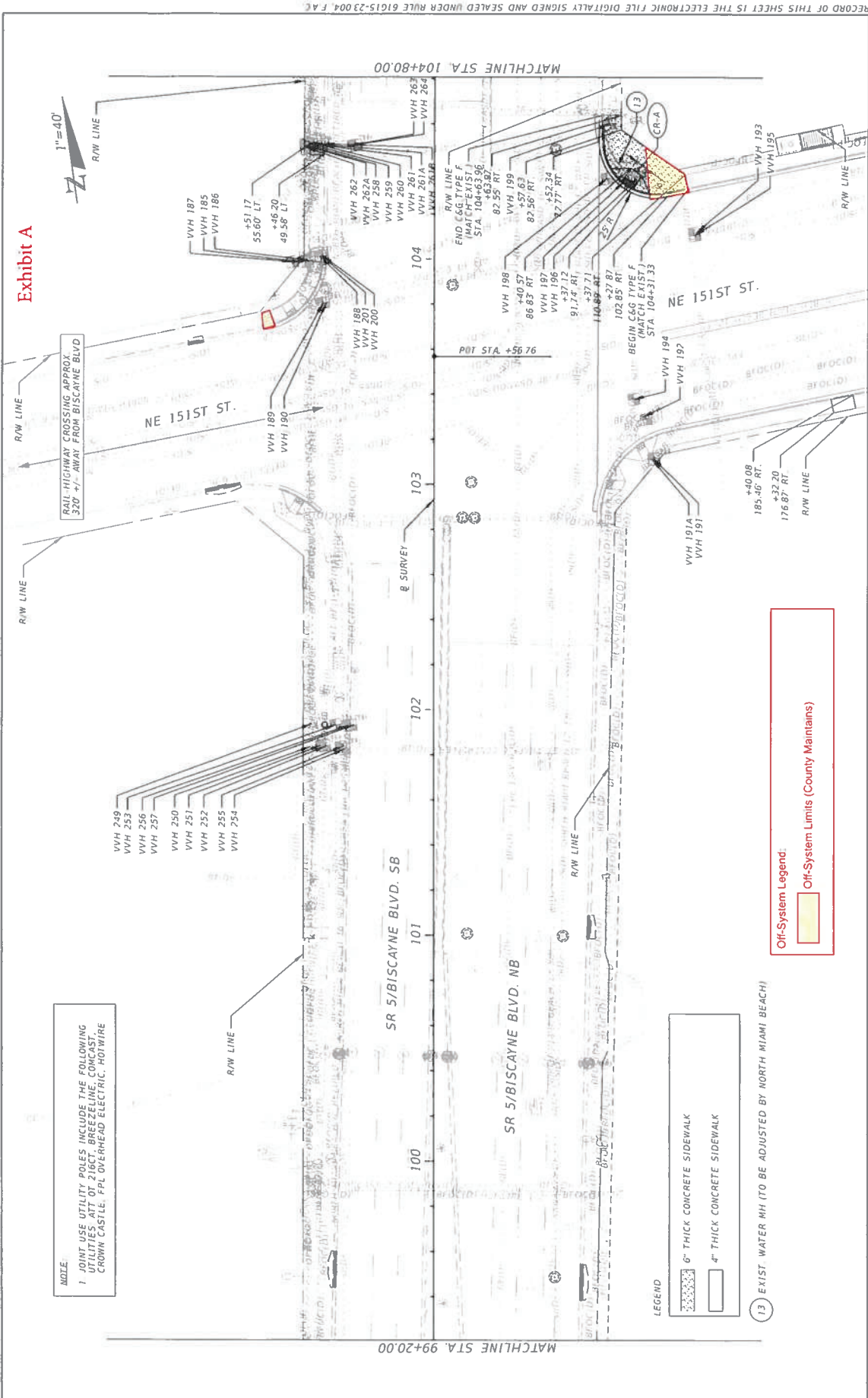
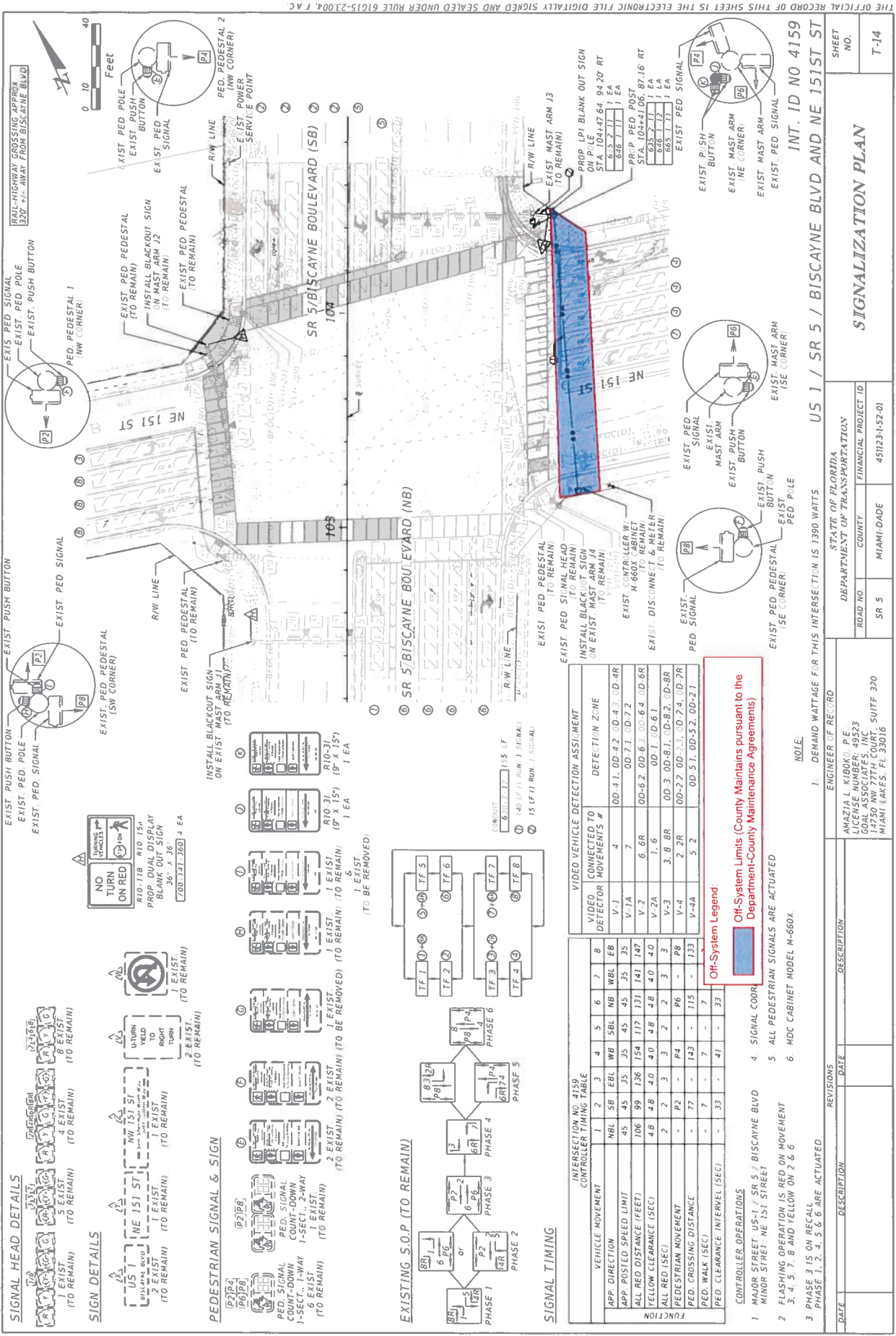


Exhibit A

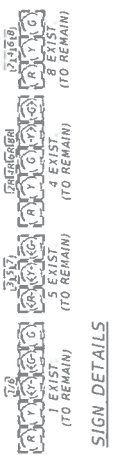
DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION		ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROADWAY PLAN		SHEET NO.	
										JESUS E. JIMENEZ, P.E. LICENSE NUMBER 89139 GOAL ASSOCIATES, INC. 14750 NW 77TH COURT, SUITE 320 MIAMI LAKES, FL 33016		ROAD NO. COUNTY		FINANCIAL PROJECT ID		28	
												SR 5 MIAMI-DADE		451223-1-52-01			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C. 3/9/2026 10:11:17 AM

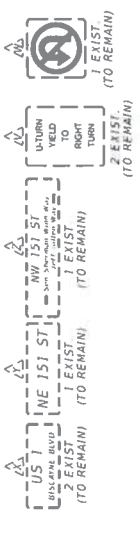




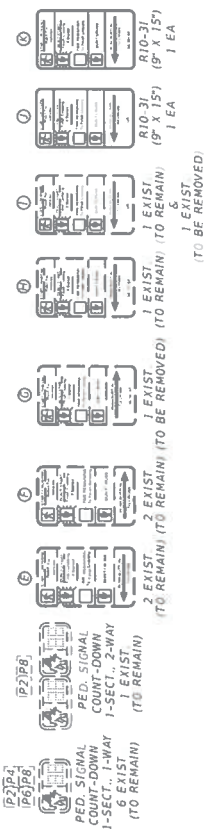
SIGNAL HEAD DETAILS



SIGN DETAILS



PEDESTRIAN SIGNAL & SIGN



EXISTING S.O.P (TO REMAIN)



SIGNAL TIMING

INTERSECTION NO. 4159 CONTROLLER TIMING TABLE											
VEHICLE MOVEMENT		1	2	3	4	5	6	7	8	VIDEO CONNECTED TO DETECTOR MOVEMENTS #	
APP. DIRECTION		NBL	SB	EBL	WB	SBL	NB	WBL	EB	DETECTION ZONE	
APP. POSTED SPEED LIMIT		45	45	35	35	45	45	35	35	V-1	
ALL RED DISTANCE (FEET)		106	99	136	154	117	131	141	147	V-2	
YELLOW CLEARANCE (SEC)		4.8	4.8	4.0	4.0	4.8	4.8	4.0	4.0	V-3	
ALL RED (SEC)		2	2	3	3	2	2	3	3	V-4	
PEDESTRIAN MOVEMENT		-	P2	-	P4	-	P6	-	P8	V-5	
PED. CROSSING DISTANCE		-	77	-	143	-	115	-	133	V-6	
PED. WALK (SEC)		-	7	-	7	-	7	-	7	V-7	
PED. CLEARANCE INTERVAL (SEC)		-	33	-	41	-	33	-	41	V-8	

- CONTROLLER OPERATIONS
- MAJOR STREET (US 1 / SR 5) / BISCAYNE BLVD
 - MINOR STREET (NE 151ST STREET)
 - FLASHING OPERATION IS RED ON MOVEMENT 3, 4, 5, 6 AND YELLOW ON 2 & 6
 - PHASE 3 IS ON RECALL
- REVISIONS
- | DATE | DESCRIPTION | DATE | DESCRIPTION |
|------|-------------|------|-------------|
| | | | |

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO. SR 5 COUNTY MIAMI-DADE FINANCIAL PROJECT ID 451123-1-52-01

ENGINEER OF RECORD
AMAZIA L. KIBOKO, P.E.
LICENSE NUMBER: 49523
GOAL ASSOCIATES, INC.
14750 NW 77TH COURT, SUITE 370
MIAMI LAKES, FL 33016

SIGNALIZATION PLAN

SHEET NO. T-14

INT. ID NO 4159
US 1 / SR 5 / BISCAYNE BLVD AND NE 151ST ST
DEMAND WATTAGE FOR THIS INTERSECTION IS 1390 WATTS

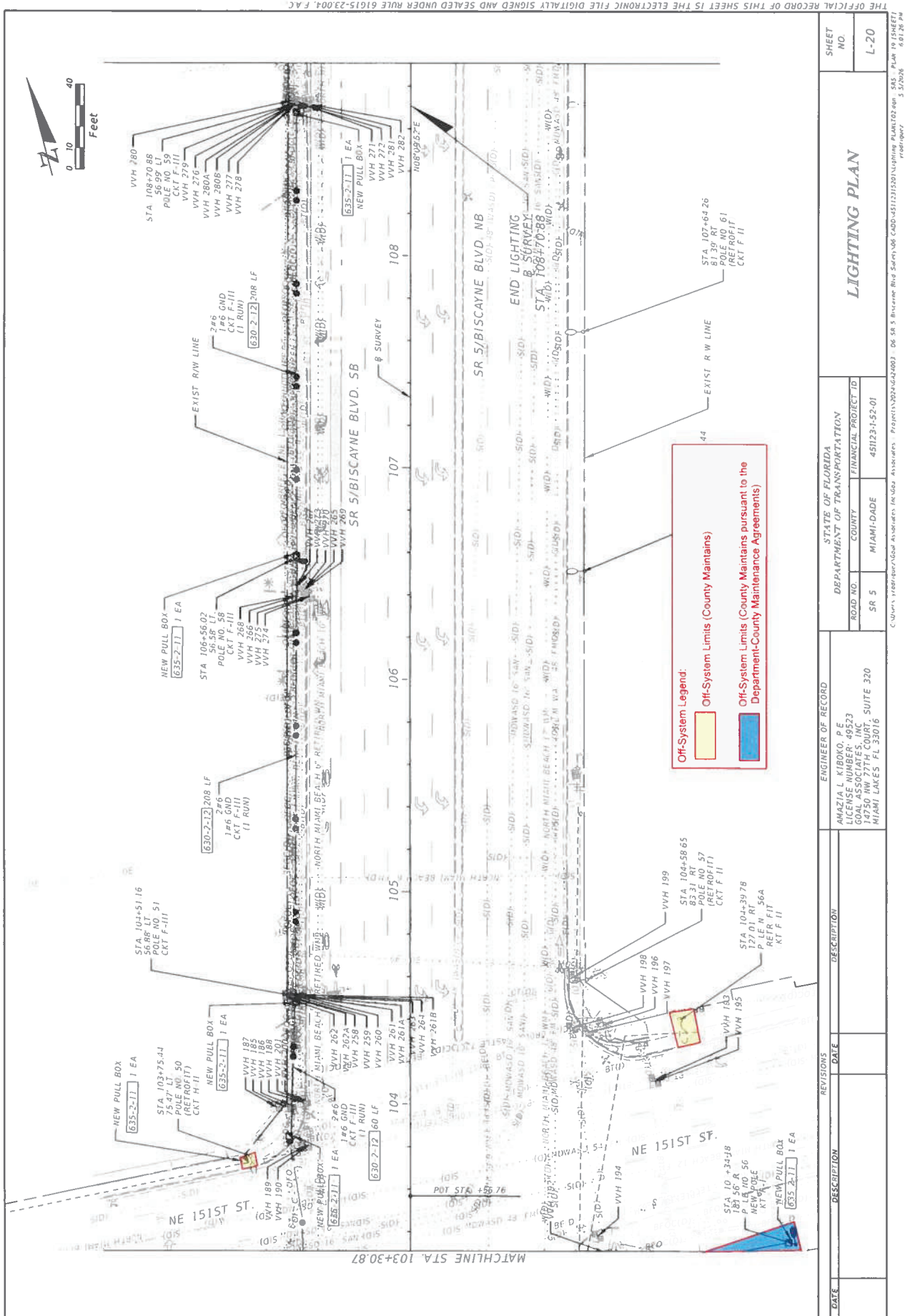
NOTE:
1. DEMAND WATTAGE FOR THIS INTERSECTION IS 1390 WATTS
2. ALL PEDESTRIAN SIGNALS ARE ACTUATED
3. ALL PEDESTRIAN SIGNALS ARE ACTUATED
4. ALL PEDESTRIAN SIGNALS ARE ACTUATED
5. ALL PEDESTRIAN SIGNALS ARE ACTUATED
6. MDC CABINET MODEL M-660X

OFF-SYSTEM LIMITS (COUNTY MAINTAINS PURSUANT TO THE DEPARTMENT-COUNTY MAINTENANCE AGREEMENTS)

OFF-SYSTEM LEGEND

OFF-SYSTEM LEGEND

OFF-SYSTEM LEGEND



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

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CONTRACT NO. A-S244
 FINANCIAL PROJECT NO. 405574-1-88-01
 F.E.I.D. NO. F598000573-074

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 27th day of February, 2017 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Miami-Dade County, Florida, 7100 NW 36th St, Miami, Florida 33166 ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under RESOLUTION R-1200-16 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. 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 Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, 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 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 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

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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. 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 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.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices 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.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
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.

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.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be 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 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

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and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
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 *** as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. 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 of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. 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 previous 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 previous fiscal year. The annual compensation will be a lump sum payment (*minus any retentions 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. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
*** - Chief, Traffic Signals and Signs Division
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. 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.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. 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.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the 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 five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

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22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:
- "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 is 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 such 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 1 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 \$25,000.00 and which have a term for a period of more than 1 year."
23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. 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.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. 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 will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will 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 has 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, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of 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 June 30 of each year detailing the following:
- a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times.

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At any time the level drops below 80%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 80% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal 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 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 items noted. If 50% of the traffic signals 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 locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal 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.
- 32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices 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.
 - 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 - 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 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 will be grounds for immediate unilateral cancellation of this Agreement.
 - 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department 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.
 - 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does 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 does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 - 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 - 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 - 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department.

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Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

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

_____, Florida
(Maintaining Agency)
By: 
(Authorized Signature)

Print/Type Name: Jack Osterholt
Deputy Mayor



STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
(Authorized Signature)

Print/Type Name: Mark L. Casanova

Interim Director - Traffic Operations


2-27-17

ANNUAL FDOT TRAFFIC SIGNAL MAINTENANCE CONTRACT

TRAFFIC SIGNALS AND DEVICES ON STATE ROADS

FY 40-47

[illegible]

ANNUAL FDOT TRAFFIC SIGNAL MAINTENANCE CONTRACT

TRAFFIC SIGNALS AND DEVICES ON STATE ROADS

FY 40-47

[illegible]

ANNUAL FDOT TRAFFIC SIGNAL MAINTENANCE CONTRACT

TRAFFIC SIGNALS AND DEVICES ON STATE ROADS

FY 16-17

[illegible]

EAST - WEST STATE ROADS (listed in N-E-S order)

0950-4230 - CaLab 8.1. 2007 2007 8.1 / 2007 12 6.1 Aug. 2007 2007

100	4341	SW-231 S & NW 27 Av	\$4,000.00
100	4350	NW 216 St @ NW 1700 St	\$4,000.00
100	4358	NW 216 St & NW 13 Ct	\$4,000.00
100	4373	NW 7 Av & NW 216 St	\$4,000.00

1st 600 - Lehman Corp. / US-4 & Collins 6771000

US-100	100	4895	US-1 & 20-000	\$4,000.00
	100	4896	CY 70 US-1 & 20-000	\$4,000.00

24 000 Street Gardens Dr, #107 90240 00 00: 1-764-125-1515/1516 & 1-764-125-1517

[illegible]

224-225 - Palmetto Bay, N. W. 1st. Blvd. (SWAN 143713) 1st. Bayview Cong / Big Road & Collins 8728888, 8777000, 8777001

1250 100	5780	NAV 07 Av. & 8th-020 V40	
1250 100	5784	NAV 07 Av. & 8th-020 E9	\$4,800.00
1250 100	4187	NAV 47 Av. & 8th-020 V40	\$4,800.00
1250 100	4188	NAV 47 Av. & 8th-020 E5	\$4,800.00
1250 100	5014	NAV 42 Av. & 8th-020 V40	\$4,800.00
1250 100	5015	NAV 42 Av. & 8th-020 E9	\$4,800.00
1250 100	4188	NAV 57 Av. & 8th-020 V40	\$4,800.00
1250 100	4188	NAV 57 Av. & 8th-020 E9	\$4,800.00
1250 100	4391	NAV 53 Av. & 8th-020 V40	\$4,800.00
1250 100	4392	NAV 53 Av. & 8th-020 E9	\$4,800.00
1250 100	3642	NAV 23 Av. & 8th-020 V40	\$4,800.00
1250 100	3651	NAV 23 Av. & 8th-020 E9	\$4,800.00

ANNUAL FDOT TRAFFIC SIGNAL MAINTENANCE CONTRACT

TRAFFIC SIGNALS AND DEVICES ON STATE ROADS

FY 46-47

[illegible]MIAMI-DADE PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT
TRAFFIC SIGNALS AND SIGNS DIVISION

MDC037

ANNUAL FDOT TRAFFIC SIGNAL MAINTENANCE CONTRACT

TRAFFIC SIGNALS AND DEVICES ON STATE ROADS

FY 46-47

[illegible]

ANNUAL FDOT TRAFFIC SIGNAL MAINTENANCE CONTRACT

TRAFFIC SIGNALS AND DEVICES ON STATE ROADS

TRAFFIC SIGNALS AND DEVICES ON STATE ROADS				FY 16-17						
Other Funding Source	% St. Rd. Appropriation	ID #	Location	Other St. Rd.	Charge to FDOT per Int. @ \$4,000.00	Charge to FDOT per Int. @ \$763.00	Charge to FDOT per PFS @ \$69.00	Charge to FDOT per PFS @ \$1,000.00	Charge to FDOT per S&W @ \$312.00	Charge to FDOT per TWS @ \$214.00
100	2865	Kendall Dr & SW 117 Av	\$4,000.00							
100	2884	Kendall Dr & SW 117 Av/Int	\$4,000.00							
100	4780	Kendall Dr & SW 115 Av	\$4,000.00							
100	3631	Kendall Dr & SW 99 Ct	\$4,000.00							
100	4138	Kendall Dr & SW 674 St	\$4,000.00							
100	3389	Kendall Dr & SW 87 Av	\$4,000.00							
100	3671	Kendall Dr @ SW 9100 St	\$4,000.00							
100	3811	Kendall Dr / SW 76 Av / SW 62 Av	\$4,000.00							
100	3774	Kendall Dr & SW 76 Av	\$4,000.00							
100	3872	Kendall Dr & SW 77 Av	\$4,000.00							
100	4187	Kendall Dr @ SW 7300 St	\$4,000.00							
100	3887	Dawson Blvd & Kendall Dr	\$4,000.00							
100	3322	Kendall Dr @ SW 7300 St	\$4,000.00							
100	2898	Kendall Dr & US 1	\$4,000.00							

800-440-4400 • Nathan Perry, D.D., (908) 912-8411 / (908) 187-4400, A US-1 (970-440-4400)

100	6076	Hillman Plany & 624-674 SHS Sub	\$4,800.00
100	4002	Hillman Plany & 604-674 N	\$4,800.00
100	4249	@ Yardside Blvd & Hillman Plany	\$4,800.00
100	4028	Hillman Plany & 604-1028 Ave	\$4,800.00
100	4001	Hillman Plany & 604-1001 Ave	
100	4003	Hillman Plany & 604-1003 Ave	
100	4004	Hillman Dr & 604-1004 Ave	\$4,800.00
100	4005	Hillman Dr & 604-1005 Ave	\$4,800.00
100	4006	Hillman Dr & 604-1006 Ave	\$4,800.00
100	4007	Hillman Dr & 604-1007 Ave	\$4,800.00
100	4008	Hillman Dr & 604-1008 Ave	\$4,800.00
100	4009	Hillman Dr & 604-1009 Ave	\$4,800.00
100	4010	Hillman Dr & 604-1010 Ave	\$4,800.00
100	4011	Hillman Dr & 604-1011 Ave	\$4,800.00
100	4012	Hillman Dr & 604-1012 Ave	\$4,800.00
100	4013	Hillman Dr & 604-1013 Ave	\$4,800.00
100	4014	Hillman Dr & 604-1014 Ave	\$4,800.00
100	4015	Hillman Dr & 604-1015 Ave	\$4,800.00
100	4016	Hillman Dr & 604-1016 Ave	\$4,800.00
100	4017	Hillman Dr & 604-1017 Ave	\$4,800.00
100	4018	Hillman Dr & 604-1018 Ave	\$4,800.00
100	4019	Hillman Dr & 604-1019 Ave	\$4,800.00
100	4020	Hillman Dr & 604-1020 Ave	\$4,800.00
100	4021	Hillman Dr & 604-1021 Ave	\$4,800.00
100	4022	Hillman Dr & 604-1022 Ave	\$4,800.00
100	4023	Hillman Dr & 604-1023 Ave	\$4,800.00
100	4024	Hillman Dr & 604-1024 Ave	\$4,800.00
100	4025	Hillman Dr & 604-1025 Ave	\$4,800.00
100	4026	Hillman Dr & 604-1026 Ave	\$4,800.00
100	4027	Hillman Dr & 604-1027 Ave	\$4,800.00
100	4028	Hillman Dr & 604-1028 Ave	\$4,800.00
100	4029	Hillman Dr & 604-1029 Ave	\$4,800.00
100	4030	Hillman Dr & 604-1030 Ave	\$4,800.00
100	4031	Hillman Dr & 604-1031 Ave	\$4,800.00
100	4032	Hillman Dr & 604-1032 Ave	\$4,800.00
100	4033	Hillman Dr & 604-1033 Ave	\$4,800.00
100	4034	Hillman Dr & 604-1034 Ave	\$4,800.00
100	4035	Hillman Dr & 604-1035 Ave	\$4,800.00
100	4036	Hillman Dr & 604-1036 Ave	\$4,800.00
100	4037	Hillman Dr & 604-1037 Ave	\$4,800.00
100	4038	Hillman Dr & 604-1038 Ave	\$4,800.00
100	4039	Hillman Dr & 604-1039 Ave	\$4,800.00
100	4040	Hillman Dr & 604-1040 Ave	\$4,800.00
100	4041	Hillman Dr & 604-1041 Ave	\$4,800.00
100	4042	Hillman Dr & 604-1042 Ave	\$4,800.00
100	4043	Hillman Dr & 604-1043 Ave	\$4,800.00
100	4044	Hillman Dr & 604-1044 Ave	\$4,800.00
100	4045	Hillman Dr & 604-1045 Ave	\$4,800.00
100	4046	Hillman Dr & 604-1046 Ave	\$4,800.00
100	4047	Hillman Dr & 604-1047 Ave	\$4,800.00
100	4048	Hillman Dr & 604-1048 Ave	\$4,800.00
100	4049	Hillman Dr & 604-1049 Ave	\$4,800.00
100	4050	Hillman Dr & 604-1050 Ave	\$4,800.00
100	4051	Hillman Dr & 604-1051 Ave	\$4,800.00
100	4052	Hillman Dr & 604-1052 Ave	\$4,800.00
100	4053	Hillman Dr & 604-1053 Ave	\$4,800.00
100	4054	Hillman Dr & 604-1054 Ave	\$4,800.00
100	4055	Hillman Dr & 604-1055 Ave	\$4,800.00
100	4056	Hillman Dr & 604-1056 Ave	\$4,800.00
100	4057	Hillman Dr & 604-1057 Ave	\$4,800.00
100	4058	Hillman Dr & 604-1058 Ave	\$4,800.00
100	4059	Hillman Dr & 604-1059 Ave	\$4,800.00
100	4060	Hillman Dr	

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[illegible]

2-804 - Small Round Cr. (100 200 & 300 lbs.) / 100000 & 150-1 30000000

[illegible]

4-2000 - 2007 204 St. (Palm Dr.) / 101 102 Ave. & US-4 (Crown)

	100	4834	SW 187 Pr & SW 344 Bl	\$4,000.00	
FFS	100	4835	SW 182 Pr & SW 344 Bl	\$4,000.00	\$4,000.00
	100	4836	SW 181 Pr & SW 344 Bl	\$4,000.00	\$4,000.00
FFS	100	4837	SW 180 Pr & SW 344 Bl	\$4,000.00	\$4,000.00
	100	4838	SW 182 Pr & SW 344 Bl	\$4,000.00	
	100	4839	SW 181 Pr & SW 344 Bl	\$4,000.00	
	100	4840	SW 180 Pr & SW 344 Bl	\$4,000.00	
	100	4841	SW 179 Pr & SW 344 Bl	\$4,000.00	
	100	4842	SW 178 Pr & SW 344 Bl	\$4,000.00	
	100	4843	SW 177 Pr & SW 344 Bl	\$4,000.00	
	100	4844	SW 176 Pr & SW 344 Bl	\$4,000.00	
	100	4845	SW 175 Pr & SW 344 Bl	\$4,000.00	
	100	4846	SW 174 Pr & SW 344 Bl	\$4,000.00	
	100	4847	SW 173 Pr & SW 344 Bl	\$4,000.00	
	100	4848	SW 172 Pr & SW 344 Bl	\$4,000.00	
	100	4849	SW 171 Pr & SW 344 Bl	\$4,000.00	
	100	4850	SW 170 Pr & SW 344 Bl	\$4,000.00	
	100	4851	SW 169 Pr & SW 344 Bl	\$4,000.00	
	100	4852	SW 168 Pr & SW 344 Bl	\$4,000.00	
	100	4853	SW 167 Pr & SW 344 Bl	\$4,000.00	
	100	4854	SW 166 Pr & SW 344 Bl	\$4,000.00	
	100	4855	SW 165 Pr & SW 344 Bl	\$4,000.00	
	100	4856	SW 164 Pr & SW 344 Bl	\$4,000.00	
	100	4857	SW 163 Pr & SW 344 Bl	\$4,000.00	
	100	4858	SW 162 Pr & SW 344 Bl	\$4,000.00	
	100	4859	SW 161 Pr & SW 344 Bl	\$4,000.00	
	100	4860	SW 160 Pr & SW 344 Bl	\$4,000.00	
	100	4861	SW 159 Pr & SW 344 Bl	\$4,000.00	
	100	4862	SW 158 Pr & SW 344 Bl	\$4,000.00	
	100	4863	SW 157 Pr & SW 344 Bl	\$4,000.00	
	100	4864	SW 156 Pr & SW 344 Bl	\$4,000.00	
	100	4865	SW 155 Pr & SW 344 Bl	\$4,000.00	
	100	4866	SW 154 Pr & SW 344 Bl	\$4,000.00	
	100	4867	SW 153 Pr & SW 344 Bl	\$4,000.00	
	100	4868	SW 152 Pr & SW 344 Bl	\$4,000.00	
	100	4869	SW 151 Pr & SW 344 Bl	\$4,000.00	
	100	4870	SW 150 Pr & SW 344 Bl	\$4,000.00	
	100	4871	SW 149 Pr & SW 344 Bl	\$4,000.00	
	100	4872	SW 148 Pr & SW 344 Bl	\$4,000.00	
	100	4873	SW 147 Pr & SW 344 Bl	\$4,000.00	
	100	4874	SW 146 Pr & SW 344 Bl	\$4,000.00	
	100	4875	SW 145 Pr & SW 344 Bl	\$4,000.00	
	100	4876	SW 144 Pr & SW 344 Bl	\$4,000.00	
	100	4877	SW 143 Pr & SW 344 Bl	\$4,000.00	
	100	4878	SW 142 Pr & SW 344 Bl	\$4,000.00	
	100	4879	SW 141 Pr & SW 344 Bl	\$4,000.00	
	100	4880	SW 140 Pr & SW 344 Bl	\$4,000.00	
	100	4881	SW 139 Pr & SW 344 Bl	\$4,000.00	
	100	4882	SW 138 Pr & SW 344 Bl	\$4,000.00	
	100	4883	SW 137 Pr & SW 344 Bl	\$4,000.00	
	100	4884	SW 136 Pr & SW 344 Bl	\$4,000.00	
	100	4885	SW 135 Pr & SW 344 Bl	\$4,000.00	
	100	4886	SW 134 Pr & SW 344 Bl	\$4,000.00	
	100	4887	SW 133 Pr & SW 344 Bl	\$4,000.00	
	100	4888	SW 132 Pr & SW 344 Bl	\$4,000.00	
	100	4889	SW 131 Pr & SW 344 Bl	\$4,000.00	
	100	4890	SW 130 Pr & SW 344 Bl	\$4,000.00	
	100	4891	SW 129 Pr & SW 344 Bl	\$4,000.00	
	100	4892	SW 128 Pr & SW 344 Bl	\$4,000.00	
	100	4893	SW 127 Pr & SW 344 Bl	\$4,000.00	
	100	4894	SW 126 Pr & SW 344 Bl	\$4,000.00	
	100	4895	SW 125 Pr & SW 344 Bl	\$4,000.00	
	100	4896	SW 124 Pr & SW 344 Bl	\$4,000.00	
	100	4897	SW 123 Pr & SW 344 Bl	\$4,000.00	
	100	4898	SW 122 Pr & SW 344 Bl	\$4,000.00	
	100	4899	SW 121 Pr & SW 344 Bl	\$4,000.00	
	100	4900	SW 120 Pr & SW 344 Bl	\$4,000.00	
	100	4901	SW 119 Pr & SW 344 Bl	\$4,000.00	
	100	4902	SW 118 Pr & SW 344 Bl	\$4,000.00	
	100	4903	SW 117 Pr & SW 344 Bl	\$4,000.00	
	100	4904	SW 116 Pr & SW 344 Bl	\$4,000.00	
	100	4905	SW 115 Pr & SW 344 Bl	\$4,000.00	
	100	4906	SW 114 Pr & SW 344 Bl	\$4,000.00	
	100	4907	SW 113 Pr & SW 344 Bl	\$4,000.00	
	100	4908	SW 112 Pr & SW 344 Bl	\$4,000.00	
	100	4909	SW 111 Pr & SW 344 Bl	\$4,000.00	
	100	4910	SW 110 Pr & SW 344 Bl	\$4,000.00	
	100	4911	SW 109 Pr & SW 344 Bl	\$4,000.00	
	100	4912	SW 108 Pr & SW 344 Bl	\$4,000.00	
	100	4913	SW 107 Pr & SW 344 Bl	\$4,000.00	
	100	4914	SW 106 Pr & SW 344 Bl	\$4,000.00	
	100	4915	SW 105 Pr & SW 344 Bl	\$4,000.00	
	100	4916	SW 104 Pr & SW 344 Bl	\$4,000.00	
	100	4917	SW 103 Pr & SW 344 Bl	\$4,000.00	
	100	4918	SW 102 Pr & SW 344 Bl	\$4,000.00	
	100	4919	SW 101 Pr & SW 344 Bl	\$4,000.00	
	100	4920	SW 100 Pr & SW 344 Bl	\$4,000.00	
	100	4921	SW 99 Pr & SW 344 Bl	\$4,000.00	
	100	4922	SW 98 Pr & SW 344 Bl	\$4,000.00	
	100	4923	SW 97 Pr & SW 344 Bl	\$4,000.00	
	100	4924	SW 96 Pr & SW 344 Bl	\$4,000.00	
	100	4925	SW 95 Pr & SW 344 Bl	\$4,000.00	
	100	4926	SW 94 Pr & SW 344 Bl	\$4,000.00	
	100	4927	SW 93 Pr & SW 344 Bl	\$4,000.00	
	100	4928	SW 92 Pr & SW 344 Bl	\$4,000.00	
	100	4929	SW 91 Pr & SW 344 Bl	\$4,000.00	
	100	4930	SW 90 Pr & SW 344 Bl	\$4,000.00	
	100	4931	SW 89 Pr & SW 344 Bl	\$4,000.00	
	100	4932	SW 88 Pr & SW 344 Bl	\$4,000.00	
	100	4933	SW 87 Pr & SW 344 Bl	\$4,000.00	
	100	4934	SW 86 Pr & SW 344 Bl	\$4,000.00	
	100	4935	SW 85 Pr & SW 344 Bl	\$4,000.00	
	100	4936	SW 84 Pr & SW 344 Bl	\$4,000.00	
	100	4937	SW 83 Pr & SW 344 Bl	\$4,000.00	
	100	4938	SW 82 Pr & SW 344 Bl	\$4,000.00	
	100	4939	SW 81 Pr & SW 344 Bl	\$4,000.00	
	100	4940	SW 80 Pr & SW 344 Bl	\$4,000.00	
	100	4941	SW 79 Pr & SW 344 Bl	\$4,000.00	
	100	4942	SW 78 Pr & SW 344 Bl	\$4,000.00	
	100	4943	SW 77 Pr & SW 344 Bl	\$4,000.00	
	100	4944	SW 76 Pr & SW 344 Bl	\$4,000.00	
	100	4945	SW 75 Pr & SW 344 Bl	\$4,000.00	
	100	4946	SW 74 Pr & SW 344 Bl	\$4,000.00	
	100	4947	SW 73 Pr & SW 344 Bl	\$4,000.00	
	100	4948	SW 72 Pr & SW 344 Bl	\$4,000.00	
	100	4949	SW 71 Pr & SW 344 Bl	\$4,000.00	
	100	4950	SW 70 Pr & SW 344 Bl	\$4,000.00	
	100	4951	SW 69 Pr & SW 344 Bl	\$4,000.00	
	100	4952	SW 68 Pr & SW 344 Bl	\$4,000.00	
	100	4953	SW 67 Pr & SW 344 Bl	\$4,000.00	
	100	4954	SW 66 Pr & SW 344 Bl	\$4,000.00	
	100	4955	SW 65 Pr & SW 344 Bl	\$4,000.00	
	100	4956	SW 64 Pr & SW 344 Bl	\$4,000.00	
	100	4957	SW 63 Pr & SW 344 Bl	\$4,000.00	
	100	4958	SW 62 Pr & SW 344 Bl	\$4,000.00	
	100	4959	SW 61 Pr & SW 344 Bl	\$4,000.00	
	100	4960	SW 60 Pr & SW 344 Bl	\$4,000.00	
	100	4961	SW 59 Pr & SW 344 Bl	\$4,000.00	
	100	4962	SW 58 Pr & SW 344 Bl	\$4,000.00	
	100	4963	SW 57 Pr & SW 344 Bl	\$4,000.00	
	100	4964	SW 56 Pr & SW 344 Bl	\$4,000.00	
	100	4965	SW 55 Pr & SW 344 Bl	\$4,000.00	
	100	4966	SW 54 Pr & SW 344 Bl	\$4,000.00	
	100	4967	SW 53 Pr & SW 344 Bl	\$4,000.00	
	100	4968	SW 52 Pr & SW 344 Bl	\$4,000.00	
	100	4969	SW 51 Pr & SW 344 Bl	\$4,000.00	
	100	4970	SW 50 Pr & SW 344 Bl	\$4,000.00	
	100	4971	SW 49 Pr & SW 344 Bl	\$4,000.00	
	100	4972	SW 48 Pr & SW 344 Bl	\$4,000.00	
	100	4973	SW 47 Pr & SW 344 Bl	\$4,000.00	
	100	4974	SW 46 Pr & SW 344 Bl	\$4,000.00	
	100	4975	SW 45 Pr & SW 344 Bl	\$4,000.00	
	100	4976	SW 44 Pr & SW 344 Bl	\$4,000.00	
	100	4977	SW 43 Pr & SW 344 Bl	\$4,000.00	
	100	4978	SW 42 Pr & SW 344 Bl	\$4,000.00	
	100	4979	SW 41 Pr & SW 344 Bl	\$4,000.00	
	100	4980	SW 40 Pr & SW 344 Bl	\$4,000.00	
	100	4981	SW 39 Pr & SW 344 Bl	\$4,000.00	
	100	4982	SW 38 Pr & SW 344 Bl	\$4,000.00	
	100	4983	SW 37 Pr & SW 344 Bl	\$4,000.00	
	100	4984	SW 36 Pr & SW 344 Bl	\$4,000.00	
	100	4985	SW 35 Pr & SW 344 Bl	\$4,000.00	
	100	4986	SW 34 Pr & SW 344 Bl	\$4,000.00	
	100	4987	SW 33 Pr & SW 344 Bl	\$4,000.00	
	100	4988	SW 32 Pr & SW 344 Bl	\$4,000.00	
	100	4989	SW 31 Pr & SW 344 Bl	\$4,000.00	
	100	4990	SW 30 Pr & SW 344 Bl	\$4,000.00	
	100	4991	SW 29 Pr & SW 344 Bl	\$4,000.00	
	100	4992	SW 28 Pr & SW 344 Bl	\$4,000.00	
	100	4993	SW 27 Pr & SW 344 Bl	\$4,000.00	
	100	4994	SW 26 Pr & SW 344 Bl	\$4,000.00	
	100	4995	SW 25 Pr & SW 344 Bl	\$4,000.00	
	100	4996	SW 24 Pr & SW 344 Bl	\$4,000.00	
	100	4997	SW 23 Pr & SW 344 Bl	\$4,000.00	
	100	4998	SW 22 Pr & SW 344 Bl	\$4,000.00	
	100	4999	SW 21 Pr & SW 344 Bl	\$4,000.00	
	100	5000	SW 20 Pr & SW 344 Bl	\$4,000.00	
	100	5001	SW 19 Pr & SW 344 Bl	\$4,000.00	
	100	5002	SW 18 Pr & SW 344 Bl	\$4,000.00	
	100	5003	SW 17 Pr & SW 344 Bl	\$4,000.00	
	100	5004	SW 16 Pr & SW 344 Bl	\$4,000.00	
	100	5005	SW 15 Pr & SW 344 Bl	\$4,000.00	
	100	5006	SW 14 Pr & SW 344 Bl	\$4,000.00	
	100	5007	SW 13 Pr & SW 344 Bl	\$4,000.00	
	100	5008	SW 12 Pr & SW 344 Bl	\$4,000.00	
	100	5009	SW 11 Pr & SW 344 Bl	\$4,000.00	
	100	5010	SW 10 Pr & SW 344 Bl	\$4,000.00	
	100	5011	SW 9 Pr & SW 344 Bl	\$4,000.00	
	100	5012	SW 8 Pr & SW 344 Bl	\$4,000.00	
	100	5013	SW 7 Pr & SW 344 Bl	\$4,000.00	
	100	5014	SW 6 Pr & SW 344 Bl	\$4,000.00	
	100	5015	SW 5 Pr & SW 344 Bl	\$4,000.00	
	100	5016	SW 4 Pr & SW 344 Bl	\$4,000.00	
	100	5017	SW 3 Pr & SW 344 Bl	\$4,000.00	
	100	5018	SW 2 Pr & SW 344 Bl	\$4,000.00	
	100	5019	SW 1 Pr & SW 344 Bl	\$4,000.00	
	100	5020	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5021	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5022	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5023	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5024	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5025	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5026	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5027	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5028	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5029	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5030	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5031	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5032	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5033	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5034	SW 0 Pr & SW 344 Bl	\$4,000.00	
	100	5035			

DIAGONAL STATE ROADS

* 1 MB & HD-only - L3-1 (Storage 20-4, 20 2 G, 20 2 As, 20-4, 0 Date Vary) / Standard & Express Co. Line 07/1/2000, 07/20/00, 07/20/00

[illegible]

ANNUAL FDOT TRAFFIC SIGNAL MAINTENANCE CONTRACT

TRAFFIC SIGNALS AND DEVICES ON STATE ROADS

FY46-47

[illegible]MIAMI-DADE PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT
TRAFFIC SIGNALS AND SIGNS DIVISION

MDC042

ANNUAL FOOT TRAFFIC SIGNAL MAINTENANCE CONTRACT

TRAFFIC SIGNALS AND DEVICES ON STATE ROADS

PY 48-47

[illegible]

I Certify that the above traffic signals will be maintained and operated in accordance with the requirements of the current 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 **\$8,173,481.00**

Maintaining Agency

Order

District Traffic Operations Engineer

2.4

Unit Compensation Rates per Intersection on the State Highway System

APPENDIX "B"

FY	Traffic Signal- Interconnecte d & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Traffic Warning Beacon (TWB)
2016-17	\$4,500	\$783	\$626	\$1,096	\$313	\$313
	1345	0	112	13	64	53

Partial totals	\$6,052,500	\$0.00	\$70,112.00	\$14,248.00	\$20,032.00	\$16,589.00
Total	\$6,173,481.00					

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

750-010-22
 TRAFFIC OPERATIONS
 08/18
 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.

Unit Compensation Rates per Intersection on the State Highway System

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	Uninterruptible Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
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	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*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
08/16
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.

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 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.

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

780-010-22
TRAFFIC OPERATIONS
0015
Exhibit C Page 1 of 1

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

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair 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.

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:	
1. Attach pictures of damaged traffic signals and devices. 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 _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

375-020-52
MAINTENANCE
OGC – 03/20
Page 1 of 8

CONTRACT NO. ASO05
FINANCIAL PROJECT NO. 447850-1-78-01
F.E.I.D. NO. _____

THIS AGREEMENT, entered into this 14 day of June, year of 2021, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and Miami-Dade County, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

WHEREAS, **FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

WHEREAS, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT**'s fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT**'s final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT**'s fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT**'s previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT**'s fiscal year, beginning July 1st and ending June 30th.

- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

- c. All maintenance must be in accordance with the provisions of the following:
- (1) Manual of Uniform Traffic Control Devices; and
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.

- e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the **FDOT's** fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

2. Compensation and Payment

FDOT shall pay to the **MAINTAINING AGENCY** a sum of \$ 3,905,231.22 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

FDOT expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY's** authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** 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 will be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. 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.

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, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. 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 Chief Financial Officer's Hotline, 1-800-848-3792.

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 (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, 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. **FDOT** shall require a statement from the Comptroller of **FDOT** 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 1 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 **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; 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.

7. Miscellaneous

- a. **FDOT** 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 will be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 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 will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.
- d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

MAINTAINING AGENCY:

Darlene M. Fernandez, P.E.
Miami-Dade Department of Transportation and Public Works (DTPW)
111 NW 1st Avenue, Suite 1510
Miami, Florida 33128

FDOT:

Renato Marrero, P.E.
Florida Department of Transportation
1000 NW 111th Avenue
Miami, Florida 33172

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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.
- g. 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.

- h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving \$1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- j. **MAINTAINING AGENCY:**
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**
 4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**
 5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway
Bartow, FL 33830**

District 6

305-470-5453

D6prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800**

District 2

386-758-3727

D2prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025**

District 7

813-975-6491

D7prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612**

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428**

Florida's Turnpike Enterprise

407-264-3170

TPprcustodian@dot.state.fl.us

**Turnpike Enterprise Chief Counsel
Florida Turnpike – Office of General
Counsel
Turnpike Mile Post 263, Bldg. 5315
Ocoee, FL 34761**

District 4

954-777-4529

D4prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 4 – Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309**

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

**Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458**

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**375-020-52
MAINTENANCE
OGC – 03/20
Page 7 of 8**8. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting one of the applicable options:

- ☒ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCYBY: (Signature)  _____(Printed Name: Jimmy Morales)Date: 6/3/2021(Printed Title: Chief Operations Officer & Interim Director DTPW)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATIONBY: (Signature)  _____(Printed Name: Rodolfo Garcia)Date: 6/10/2021 | 12:11 PM EDT(Printed Title: District Director of Operations)

FDOT Legal ReviewBY: (Signature)  _____
Counsel(Printed Name: Alicia Trujillo)Date: 6/14/2021 | 12:15 PM EDT

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2021/2022

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 method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. See Attached Spreadsheet

2. _____

3. _____

4. _____

5. _____

6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$300.10 in fiscal year 2020-2021 shall increase to \$309.10 in fiscal year 2021-2022.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and ____%. Example: 330 (lights) x \$300.10 (unit rate) x 0.90 (90% requirement) = \$89,129.70

Type of Light	# of lights	LED or HPS	Unit rate	90.00%	Total
High Mast	0	HPS		90.00	0.00
Standard	10200	HPS	309.10	90.00	2,837,538.00
Underdeck	426	HPS	309.10	90.00	118,508.94
Sign	0	HPS		90.00	0.00
High Mast	0	LED		90.00	0.00
Standard	3347	LED	309.10	90.00	931,101.93
Underdeck	65	LED	309.10	90.00	18,082.35
Sign	0	LED		90.00	0.00

Total Amount: \$ 3,905,231.22.

To: Grace.Rodriguez@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

ASO05

6/9/2021

CONTRACT INFORMATION

Contract:	ASO05
Contract Type:	AF - UTILITIES JOIN PROJ (UTIL JT PT)
Method of Procurement:	B - REQUEST FOR PROPOSAL (287.057,F.S.)
Vendor Name:	MIAMI-DADE COUNTY FLORIDA
Vendor ID:	F596000573074
Beginning Date of This Agreement:	07/01/2021
Ending Date of This Agreement:	06/30/2028
Contract Total/Budgetary Ceiling:	ct = \$3,905,231.22
Description:	State Highway Lighting Maintenance and Compensation Agreement

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/9/2021

Action:	Future Year
Reviewed or Approved:	*REVIEWED
Organization Code:	55064020610
Expansion Option:	A1
Object Code:	242059
Amount:	\$3,905,231.22
Financial Project:	44785017801
Work Activity (FCT):	787
CFDA:	
Fiscal Year:	2022
Budget Entity:	55150200
Category/Category Year:	088712/22
Amendment ID:	A001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	/04

Total Amount: \$3,905,231.22

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