

RESOLUTION NO. 575B

RESOLUTION AUTHORIZING THE EXECUTION
OF THE TRAFFIC SIGNALS MAINTENANCE
AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION AND
City of Springfield

On motion of Commissioner J. B. McLemore, seconded by

Commissioner Champ Clark, the following resolution was adopted:

WHEREAS, City of Springfield,
(Public Body), deems it in the public
interest to maintain and pay electrical costs for the operation of
traffic signal or signals described in Exhibit "A" to said agree-
ment, and accordingly to enter into the attached agreement with the
State of Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY

1. That City of Springfield
(Public Body) concurs in the provisions
of that certain agreement attached hereto, pertaining to maintaining
a traffic signal installation described in Exhibit "A" to that
agreement.

2. That City of Springfield
(Public Body) authorizes the said
agreement to be executed by a legally designated officer of this
Public Body.

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that the foregoing is a true and correct
copy of a Resolution adopted by City of Springfield at a
meeting held on the 6 day of May, A.D., 19 74,
and recorded in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
this 6 day of May, A.D., 19 74.


Alice D. Watson

(SEAL)

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COUNTY SECTION NO.	JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	COUNTY NAME	MUNICIPALITY
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46550 3610 S-735 46-72 Bay Springfield
 (Transmitter Rd.)

MAINTENANCE AGREEMENT
TRAFFIC SIGNALS

THIS AGREEMENT, made and entered into this 13th day of August, 19 74, by and between the State of Florida Department of Transportation, an Agency of the State of Florida, hereinafter called the "Department" and the City of Springfield FLORIDA, hereinafter called the "Public Body."

W I T N E S S E T H:

WHEREAS, the construction and maintenance of a traffic signal, or signals, is necessary for the safe and efficient highway transportation at the location or locations as described in Exhibit "A", attached hereto; and WHEREAS, the Public Body, by resolution attached hereto and made a part hereof, has determined that it is in the public interest for the Public Body to assume the responsibility for maintenance and electrical power costs incurred in the operation of said signal installation:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties and each of them, mutually agree and covenant as follows:

1. That the traffic signal or signals as described in Exhibit "A", attached hereto and made a part hereof, will be so designed that the functional design of the installation and its components will be mutually acceptable to the parties hereto, and will be installed under Department supervision, with the actual method of construction and financing determined by the Department's policies, budget, and agreement or agreements which it may have with this or another governmental unit relating to the financing and construction thereof.

2. That the Public Body shall, upon completion of the installation and acceptance by the parties hereto, assume the sole responsibility for the maintenance and continuous operation of said signal installation and the payment for all costs for electricity and electrical charges incurred in connection with the operation thereof.
3. The Public Body shall maintain the signal installation in accordance with Department policies and to a level of maintenance that will provide minimum hazard to movement of traffic. In this regard the Public Body shall record maintenance activities relative to said traffic signal installation to a "Department of Transportation Traffic Signal Maintenance Log" or an approved equivalent log.
4. That the equipment shall remain the property of the Department, and it is hereby understood and agreed by the parties hereto that the Public Body may remove any component of the installed equipment for repair but the Public Body shall not, under any condition, permanently remove the main frame of the control unit without the express written permission of the Department.
5. It is expressly understood and agreed by the parties hereto that the wiring of the cabinets and the timing of the signals will be such that the traffic will be properly handled at the time of the completion of the installation of the signals. Necessary modifications in timing or minor circuitry may be made by the Public Body to accommodate the changing needs of traffic but the Department reserves the right to examine the equipment at any time, and after due consultation with the parties hereto, specify timing and phasing that will provide a safe and expeditious traffic flow in the state highway system.
6. The Public Body shall not modify the equipment to provide additional phases or intervals without written permission from the Department.
7. The Public Body hereby agrees to indemnify, defend, save and hold harmless the Department for all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Public Body, its agents or employees, or due to any act or occurrence or

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omission or commission of the Public Body, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department, or its agents or employees, for its own negligence or breach of contract.

8. It is mutually agreed that the Department's Director of Road Operations shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under, or by reason of this agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

9. It is understood and agreed by the parties hereto that this agreement shall remain in force during the life of the originally installed equipment and any replacement equipment installed by the mutual consent of the parties hereto, provided however that additional or replacement equipment purchased and installed wholly at the expense of the Public Body in accordance with this provision shall remain the property of the Public Body.

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

WITNESSES:

Janis J. Rogers
AS to the Department
James J. Sanders
AS to the Department

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BY: Tom Webb
Director of Administration
BY: Carolyn Hawkins (SEAL)
Executive Secretary

John F. Thompson
Book H. Tugawa
AS to the Public Body

PUBLIC BODY
BY: Book H. Tugawa
Title: Secretary
ATTEST: Christina Brown (SEAL)

Approved:
Director of Road Operations

Approved as to form, legality
and execution.

W. J. [Signature]
(Initials) 7/12/74
(Date)

Assistant Attorney

APPROVED BY SECRETARY OF TRANSPORTATION
WJ 3 1974
(DATE) (INITIALS)

APPROVED AS TO FORM, LEGALITY AND EXECUTION
FLORIDA STATE DEPARTMENT OF TRANSPORTATION
V. E. White

EXHIBIT "A"

MAINTENANCE AGREEMENT

TRAFFIC SIGNALS

This Exhibit "A" forms an integral part of that certain Traffic Signals Maintenance Agreement between the State of Florida Department of Transportation

and the City of Springfield

Dated August 13, 1971.

LOCATION OF TRAFFIC SIGNAL INSTALLATIONS:

STATE JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	LOCATION:
46550-3610	S-735	46-72	At intersection with SR S-736
(Transmitter Rd.)			(11th Street), M.P. 3.753
_____	_____	_____	_____
_____	_____	_____	_____

MEMORANDUM

State of Florida Department of Transportation

DATE August 14, 1974

TO J. Wade Noda, Comptroller

FROM Geoffrey B. Dobson, General Counsel

BY: V. I. Whittier, Jr.

COPIES TO

Earl Conley, E. W. Lee and City of Springfield

SUBJECT FINAL PROCESSING OF AGREEMENT

<input type="checkbox"/>	Standard Consultant Agreement	<input type="checkbox"/>	Maintenance Service Agreement
<input type="checkbox"/>	Supplemental Consultant Agree.	<input checked="" type="checkbox"/>	Janitorial Service Agreement
<input type="checkbox"/>	Standard Research Agreement	<input type="checkbox"/>	Traffic Signal Agreement
<input type="checkbox"/>	Supplemental Research Agree.	<input type="checkbox"/>	Miscellaneous Agreement

Project No: 46550-3610

County: Bay

B.I. No:

Provides for the installation of traffic signals along
 SR S-735 (Gransalter Road).

Attached are four executed copies of an agreement between the Department and City of Springfield which are being submitted to you for final processing and payment, if the agreement calls for payment.

GBD:wc

Attachments