

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: **February 3, 2026** Consent [] Regular
[] Workshop [] Public Hearing

Department: **Engineering and Public Works**
Submitted For: **Traffic Division**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) adopt a Resolution** approving the State of Florida (State) Funded Grant Agreement (Agreement) with the Florida Department of Transportation (FDOT) for the design, furnishings, installation, and construction engineering inspection (CEI) of Phase 2 to the adaptive traffic control system (ATCS) along Quadrille Boulevard from Okeechobee Boulevard to Flagler Drive (Project); and
- B) approve the Agreement** for the FDOT to reimburse Palm Beach County (County) up to \$3,000,000 to complete the Project by December 31st, 2026; and
- C) approve a Budget Amendment** of \$3,000,000 in the Transportation Improvement Fund to recognize the grant funding from FDOT and appropriate it to the Project.

Summary: The State appropriated \$3,000,000 for the County to design, furnish, install, and provide CEI services of Phase 2 to the ATCS signalization upgrades to eight (8) intersections on Quadrille Boulevard from Okeechobee Boulevard to Flagler Drive. The County shall be responsible for any costs exceeding \$3,000,000. **The grant does not require a County match.** Once the Project is complete, the County agrees to maintain the Project. The Catalog of State Financial Assistance (CSFA) number for this grant is 55.039 Highway Operations. The FDOT requested that the County enter into this Agreement. Districts 2 & 7 (YBH)

Background and Justification:

A solicitation to furnish and install the ATCS was advertised in 2025 and is estimated to be awarded to a contractor by the Board of County Commissioners (BCC) in early 2026. The Engineering and Public Works Department recommends BCC approval.

Attachments:

- 1. Resolution (3)
- 2. FDOT Agreement with Exhibits A, B, D, F, H, J, O, P, Q (3)
- 3. Budget Amendment

Recommended By: David Z. Bell
YBH/TEL

County Engineer

08 JAN 2026
Date

Approved By: Terry D. B. Rutter

Deputy County Administrator

1-14-26
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	\$3,000,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(\$3,000,000)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	***	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?

Yes No

Is this item using Federal Funds?

Yes No

Is this item using State Funds?

Yes No

Budget Account No: Fund 3500 Dept 361 Unit 2004-036 Object 6408

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund/ Traffic Signals - Countywide/
Quadrille Blvd from Okeechobee Blvd to Flagler Dr.

FDOT Grant Agreement

\$3,000,000

***** The Department agrees to participate in the Project cost up to the maximum amount of \$3,000,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in Exhibit "B". The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

C. Departmental Fiscal Review:

Danny Randolph

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Lin Mat 1/9/2026
OFMB AK/BS B/19
MAR 19

Mindie Mack 1/3/26
Contract Dev. and Control
26/1/26

B. Approved as to Form and Legal Sufficiency:

MM 1/15/26
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment. 2

RESOLUTION NO. R 2026-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING THE STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, FURNISHINGS, INSTALLATION AND CONSTRUCTION ENGINEERING INSPECTION (CEI) OF PHASE 2 TO THE ADAPTIVE TRAFFIC CONTROL SYSTEM ALONG QUADRILLE BOULEVARD FROM OKEECHOBEE BOULEVARD TO FLAGLER DRIVE (Project).

WHEREAS, the State of Florida (State) appropriated \$3,000,000 as part of the FY 2025/2026 General Appropriations Act to help finance the Project; and

WHEREAS, the Florida Department of Transportation (FDOT) requested that Palm Beach County (County) enter into this State Funded Grant Agreement (Agreement) outlining the responsibilities of each party with respect to the Project; and

WHEREAS, the County shall design and oversee the furnishings, installation and CEI services required to complete the Project; and

WHEREAS, the County shall be responsible for any Project costs exceeding \$3,000,000; and

WHEREAS, the County estimates the Project will cost \$2,000,000; and

WHEREAS, the County shall operate and maintain the Project once completed; and

WHEREAS, the Board of County Commissioners has determined that execution of the Agreement is in the best interest of the citizens and residents of the County.

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

1. The Mayor is hereby authorized to execute the Agreement.
2. The foregoing recitations are true, accurate and correct and are incorporated herein.
3. This Resolution shall take effect upon its adoption.

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

Commissioner Sara Baxter, Mayor -

Commissioner Marci Woodward, Vice Mayor -

Commissioner Maria G. Marino -

Commissioner Gregg K. Weiss -

Commissioner Joel G. Flores -

Commissioner Maria Sachs -

Commissioner Bobby Powell Jr. -

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2026.

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

Yelizaveta B. Herman
Assistant County Attorney

MICHAEL A. CARUSO
CLERK of the
CIRCUIT COURT & COMPTROLLER

BY: _____
Deputy Clerk

APPROVED AS TO TERMS
AND CONDITIONS

BY: 
Motasem Al-Turk, Ph.D., P.E.
Traffic Division Director

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

FPN: <u>456801-1-54-01</u>	Fund: <u>EM26 GR26</u>	FLAIR Category: <u>088862</u>
	Org Code: <u>55043010404</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: <u>F596000785224</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____
(This date to be entered by DOT only),
by and between the State of Florida Department of Transportation, ("Department"), and Palm Beach County, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 FY 2025/2026 General Appropriation Act (GAA) Line number 2042A , Local Transportation Project , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Downtown West Palm Beach Signalization Upgrades- Phase 2, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

- a. The estimated cost of the Project is \$3,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, **Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,000,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 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 Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient 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.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. 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 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 Recipient'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.
- i. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** 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 Recipient 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.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 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."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient 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.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

- c. 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 Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. 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.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and 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 contractor and subcontractor during the contract term.
- g. The Recipient 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.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. 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. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. 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. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient 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 Recipient 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.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. 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.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Exhibit P: Traffic Signal Maintenance and Compensation Agreement, Exhibit Q: Compensation For Maintaining Traffic Signals and Devices For FY 2025-2026

f. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT PALM BEACH COUNTY
APPROVED AS TO TERMS AND CONDITIONS

By: 
Name: Motasem Al-Turk, P.E., Ph.D.
Title: Traffic Division Director

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: John P. Krane, P.E.
Title: Director of Transportation Development

Legal Review:

By: _____
Name: Francine Steelman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

Name: Yelizaveta B. Herman

Title: Assistant County Attorney

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY AND
THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: _____

Sara Baxter, Mayor

ATTEST:

MICHAEL A. CARUSO
CLERK of the
CIRCUIT COURT & COMPTROLLER

By: _____

Deputy Clerk

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 456801-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Palm Beach County (the Recipient)

PROJECT LOCATION:

The project is on the National Highway System.
 The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.099 Miles; Roadway ID: 93020100 (M.P. 0.000 to 0.960) | Roadway ID: 9306000 (M.P. 28.929 to 28.731)

PROJECT DESCRIPTION: The Furnishing and Installation of Traffic Signal Upgrades along Quadrille Blvd and A1A. Phase 2 will implement upgrades to eight (8) signalized intersections, such upgrades will include but not be limited to: upgraded controllers, video detection systems, CCTVs, and new Adaptive Traffic Control System (ATCS) hardware and software that is compatible with the ATCS being deployed along Okeechobee Blvd.

The project will include the following eight (8) signalized intersections along with their County signal ID's:

1. Hibiscus Street- Quadrille Blvd (27525)
2. Fern Street- S Quadrille Blvd (27487)
3. Clematis Street- Quadrille Blvd (27225)
4. Banyan Blvd- Quadrille Blvd (27133)
5. 3rd Street- Quadrille Blvd (26915)
6. Quadrille Blvd- Dixie Highway (26575)
7. Quadrille Blvd- Olive Avenue (26580)
8. Quadrille Blvd/ Flagler Memorial Bridge- North Flagler Drive (26585)

The Recipient shall provide completed signed and sealed plans, including but not necessarily limited to roadway and signing and marking plans.

Upon completion of this project the Recipient will be responsible for operating and maintaining all ATCS hardware and software in accordance with the Traffic Signal Maintenance and Compensation Agreement (TSMCA) requirements as part of the existing traffic signal system. No additional compensation will be provided by FDOT for operations and maintenance costs.

The recipient shall ensure that ATCS equipment deployed is approved by FDOT. The Recipient shall obtain FDOT's approval on the design before advancing.

Project plans shall be produced in accordance with the design criteria and standards for Class A projects. The Recipient is required to use the FDOT Design Manual, FDOT Structures Manual and FDOT Standard Plans. The recipient is required to ensure that specifications are in accordance with the FDOT Standard Specifications for Road and Bridge Construction. The recipient shall utilize the Sample Testing and Reporting Guide, along with the FDOT Materials Manual.

The Recipient shall be responsible for coordinating, preparing, and holding all Project Public Involvement meetings as required per the Department's guidelines and procedures.

The Recipient must submit the following documents for the Departments review with the Final design submittal:

- a) Copies of all permits from applicable agencies.
- b) Copies of signed acceptances from the local maintaining agency/ City roadway signalization, lighting and/ or landscaping.
- c) Level II Contamination Assessments (as needed)

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department and notify the Department prior to commencement of any right-of-way activities.

The Recipient will not be reimbursed for costs that are incurred before the execution of this agreement.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Project to be completed by December 31, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Issuance of FDOT Notice to Proceed for project activities such as project advertisement and contract award is subject to the submittal and approval of the agency final design.

The TSMCA satisfies the requirements for Section 11: Maintenance Obligations, therefore the Recipient will not be required to execute a Maintenance Memorandum of Agreement.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:				FINANCIAL PROJECT NUMBER:
Palm Beach County 301 N Olive Avenue West Palm Beach, Florida 33401				456801-1-54-01
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION		
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS
Design- Phase 34 FY: Maximum Department Participation (Insert Program Name)		\$	\$	\$
FY: Maximum Department Participation (Insert Program Name)		\$	\$	\$
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %
Right-of-Way- Phase 44 FY: Maximum Department Participation (Insert Program Name)		\$	\$	\$
FY: Maximum Department Participation (Insert Program Name)		\$	\$	\$
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %
Construction- Phase 54 FY: 2026 Maximum Department Participation (Local Transportation Project GAA)		\$3,000,000.00	\$	\$3,000,000.00
FY: Maximum Department Participation (Insert Program Name)		\$	\$	\$
Total Construction Cost		\$3,000,000.00 %	\$ 0.00 %	\$3,000,000.00 %
Construction Engineering and Inspection - Phase 64 FY: Maximum Department Participation (Insert Program Name)		\$	\$	\$
FY: Maximum Department Participation (Insert Program Name)		\$	\$	\$
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %
(Phase : 54 Design) FY: Maximum Department Participation (Insert Program Name)		\$	\$	\$
FY: Maximum Department Participation (Insert Program Name)		\$	\$	\$
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %
TOTAL COST OF THE PROJECT		\$3,000,000.00	\$ 0.00	\$3,000,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jason Nwamah
District Grant Manager Name

Signature _____ Date _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT H**ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- FY 2025/2026 General Appropriation Act (GAA) Line number 2042A, CSFA 55.039

***Award Amount:** \$3,000,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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EXHIBIT O
TERMS AND CONDITIONS OF WORK IN DEPARTMENT RIGHT-OF-WAY

1. **Work on the Department's Right of Way.** If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be installed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:
 - a. The Project shall be designed and installed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.
 - b. Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.
 - i. The Recipient shall notify the Department a minimum of 48 hours before beginning installation within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Jonathan Overton P.E. | Phone: 954-777-4351 | Email: jonathan.overton@dot.state.fl.us.
 - c. The Recipient shall be responsible for monitoring operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
 - d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the design plans. All utility conflicts shall be fully resolved directly with the applicable utility.
 - e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

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- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all project delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from the project.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion the project, the Recipient will be required to submit to the Department final as-built plans and an engineering certification the project was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed

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plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the Project.
- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during the project, the Department must be contacted immediately.
- q. During the project, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from 7:00 AM to 9:00 PM, (4:00 PM to 6:00 PM), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is: Guillermo "Billy" Canedo Phone: 954-777-4302 Email: guillermo.canedo@dot.state.fl.us **Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

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CONTRACT NO. ASA96
FINANCIAL PROJECT NO. 427802-3-88-01 & 451585-1-78
F.E.I.D. NO. F596000785009
AMENDMENT NO. 01

R 2025 0761

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment"), is entered into this _____ day of JUN 10 2025 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and the Palm Beach County, Florida ("Maintaining Agency").

RECITALS:

WHEREAS, the Department and the Maintaining Agency on July 1, 2018 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"); and

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

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

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

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BY: Joseph A. Abruzzo
Deputy Clerk

(Seal)

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

BY: Maria G. Marino
Maria G. Marino, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: Yelzaveta B. Herman
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

BY: Motsem Al-Turk
Motsem Al-Turk
Traffic Division, Director

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Paul A. Lampley
(Authorized Signature)

Print/Type Name: Paul A. Lampley, P.E., MS
Title: Director of Transportation Operations

Legal Review: Frannie Stulman
43DE803D3BF464...

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

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

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

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

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6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates the Traffic Division Director as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:

- a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device is expected to progress beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 90. The Maintaining Agency shall ensure that 90% of all TDSDD on the State Highway System are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated time, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated time, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
- b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive

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maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.

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

EXHIBIT Q

				Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (WITS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Sirens (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Signs (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TMC)	In-Roadway Warning Lights (IRWL)
14175	14175 PGA BLVD	BLUEGILL TRAIL	0	0	0	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14200	14200 PGA BLVD	JDG RD/WIDER CUP BLVD	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
14280	14280 PGA BLVD	AVENUE OF THE CHAMPIONS	0	2	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
14300	14300 PGA BLVD	FLA TURNPIKE/FARWAY DR	0	3	D	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
14301	14301 PGA BLVD	CENTRAL BLVD/AVE OF PGA	0	1	D	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0
14305	14305 PGA BLVD	BALLENISLE DR	0	2	D	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0
14325	14325 PGA BLVD	SHADY LAKES	0	1	D	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0
14350	14350 PGA BLVD	MILITARY TR	0	1	D	0	0	0	0	1	0	0	1	0	0	0	0	1	0	0
14351	14351 PGA BLVD	I-95	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0
14352	14352 PGA BLVD	I-95 NB OFF RAMP [RAMP F]	0	1	D	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
14370	14370 KYOTO GARDENS DR	ALT A-1-A	0	1	D	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0
14372	14372 RAMP N	ALT A-1-A	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
		LOOP RD/LAKE VICTORIA GARDENS																		
14375	14375 PGA BLVD	BLVD	0	1	D	0	0	0	0	1	D	0	1	0	0	0	0	0	0	0
14380	14380 LOOP RD	ALT A-1-A	0	1	D	0	0	0	0	1	D	0	0	0	0	0	0	0	0	0
33373	33373 Lots of Wellington	SR 7 / US 441	1	0	D	0	0	0	0	0	D	0	0	0	0	0	0	0	0	0
14399	14399 GARDENS PKWY	ALT A1A	0	1	D	0	0	0	0	0	D	0	0	0	0	0	0	0	0	0
14401	14401 PGA BLVD	FAIRCHILD AVE/GARDENS AVE	0	1	D	0	0	0	0	1	D	0	0	0	0	0	0	0	0	0
14408	14408 PGA BLVD	CAMPUS DR/NEW GARDENS AVE	0	1	D	0	0	0	0	1	D	0	0	0	0	0	0	0	0	0
14450	14450 PGA BLVD	PROSPERITY FARMS RD	0	1	D	0	0	0	0	1	D	0	1	0	0	0	0	0	0	0
14475	14475 PGA BLVD	ELLISON WILSON RD	0	1	D	0	0	0	0	1	D	0	0	0	0	0	0	0	0	0
14360	14360 PGA BLVD	OF Lake Victoria	0	0	D	0	0	0	0	0	D	0	0	0	0	0	0	0	0	0
14500	14500 PGA BLVD	US 1	0	1	D	0	0	0	0	1	1	0	2	0	0	0	0	1	0	0
14505	14505 VILLAGE RD/OLD HARBOR RD	A1A (LOST TREE)	1	0	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
14530	14530 RCA BLVD	ALT A1A	0	1	D	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
14591	14591 LAKEVIEW DR/GOLFVIEW DR	US 1/BB 5	1	0	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
15502	15502 BURNS RD	MILITARY TR	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
15550	15550 BURNS RD	ALT A1A	0	1	D	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
15800	15800 YACHT CLUB DR	US 1/SR 5	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
15900	15900 LILAC	MILITARY TR	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
16030	16030 HOLLY DR	MILITARY TR	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
16100	16100 NORTH ANCHORAGE	US 1	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
16499	16499 PROMENADE MALL	ALT A1A	0	1	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16500	16500 LIGHTHOUSE DR	ALT A1A	0	1	D	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
16525	16525 GARDENIA DR	MILITARY TR	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
16700	16700 LIGHTHOUSE DR	US 1	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
17000	17000 NORTH PALM BEACH FIRE STATION	US 1	0	0	D	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
17100	17100 SOUTH ANCHORAGE DR	US 1	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
17200	17200 NORTHLAKE BLVD	BEELINE HWY	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0
17300	17300 NORTHLAKE BLVD	MILITARY TR	0	1	D	0	0	0	0	1	0	0	1	0	0	0	0	1	0	0
17325	17325 NORTHLAKE BLVD	I-95 West	0	1	D	0	0	0	0	1	0	0	1	0	0	0	0	1	0	0
17325	17325 NORTHLAKE BLVD	I-95 East	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
17359	17359 RICHARD RD	ALT A1A	0	1	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17880	17880 NORTHLAKE BLVD	ALT A1A/50TH ST/FECR/R	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0
17460	17460 NORTHLAKE BLVD	US 1	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0
17950	17950 PALMETTO RD/LAKE SHORE DR	US 1	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0
18100	18100 FIRE STA #1B	N OCEAN BLVD/A1A	0	0	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18600	18600 PARK AVE	US 1	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
18800	18800 GROVE PARK SCHOOL (north)	MILITARY TRAIL	0	0	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18800	18800 GROVE PARK SCHOOL (south)	MILITARY TRAIL	0	0	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18801	18801 INVESTMENT LANE	MILITARY TR	0	1	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19175	19175 SILVER BEACH RD	BROADWAY/SR 71	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
19180	19180 WOODBINE LN/LEO LN	MILITARY TRAIL	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
20065	20065 FLORIDA TURNPIKE/JOG ROAD	JOG ROAD	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
20092	20092 JOG RD TP CONNECTOR RD	FLORIDA TURNPIKE	0	1	D	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
20095	20095 BEELINE HWY	H AVERILL RD	0	1	D	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
20099	20099 BLUE HERON BLVD / SR 70B	BEELINE HWY / SR 71D	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
20100	20100 BLUE HERON BLVD	MILITARY TR	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
20110	20110 BLUE HERON BLVD	NORTH 42ND WAY	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
20150	20150 BLUE HERON BLVD	I-95	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
20150	20150 BLUE HERON BLVD	I-95	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
20175	20175 BLUE HERON BLVD	GARDEN RD	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
20176	20176 BLUE HERON BLVD	CONGRESS AVE	0	1	D	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
20177	20177 Blue Heron	Fire Station #88	0	0	D	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
20190	20190 BLUE HERON BLVD [west]	JFK MIDDLE SCHOOL	0	0	D	0	0	0	1</td											

				Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Det. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Artificial Dynamic Message Sign (ADMS)	Pedestrian Pedestrian Detection (PPD)	Traffic Monitoring Camera (TMC)	In-Roadway Warning Lights (IRW)
20305	20305 SR A1A/OCEAN BLVD	PARK AVE	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20510	20510 SR A1A/OCEAN BLVD	OCEAN MALL	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
20400	20400 BEELINE HWY	MILITARY TR	0	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0
20402	20402 CSW BEELINE HWY	MILITARY TR	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20405	20405 DYER BLVD	MILITARY TRAIL	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
20410	20410 WESTROADS DR	MILITARY TR	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
	MARTIN LUTHER KING JR BLVD [SR 710]	GARDEN RD	0	3	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
20425	20425 MARTIN LUTHER KING JR BLVD	CONGRESS AVE	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
20430	20430 MARTIN LUTHER KING JR BLVD	AVENUE U	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0
20497	20497 22ND ST	BROADWAY [US 1]	0	1	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0
20500	20500 20TH ST	BROADWAY/US 1	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
21150	21150 13TH ST	BROADWAY/US 1	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
21299	21299 MARTIN LUTHER KING (west)	AVE O	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
21299	21299 MARTIN LUTHER KING (east)	AVE O	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	MARTIN LUTHER KING JR BLVD/PORT	RD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
21295	21295 RD	MARTIN LUTHER KING JR BLVD/PORT	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21300	21300 RD	AUSTRALIAN AVE 1	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
21325	21325 [SR 710]	MARTIN LUTHER KING JR BLVD/PORT	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
	MARTIN LUTHER KING JR BLVD/PORT	RD	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21350	21350 RD	PR 5 CENT BARACK OBAMA HWY	0	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0
21380	21380 PORT ACCESS RD	US 1	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
21400	21400 54TH STREET	BROADWAY AVENUE [US 1]	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
22325	22325 45TH ST	MILITARY TR	0	1	0	0	0	0	0	0	3	0	0	0	0	0	0	0	1	0
22327	22327 SHILOH DR	MILITARY TR	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
22375	22375 45TH ST	I-95	0	3	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
22375	22375 45TH ST	I-95	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
22890	22890 45TH ST [WPP FIRE STA #3]	BROADWAY AVE	0	3	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
22475	22475 45TH ST	BROADWAY	0	2	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
25200	25200 40TH ST	BROADWAY	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
25650	25650 CUMBERLAND DR	MILITARY TRAIL	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
29835	29835 60TH ST	BROADWAY	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
24400	24400 WILLOW FON/ WINDSOR WAY	MILITARY TRAIL	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
24670	24670 25TH ST	BROADWAY	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
24890	24890 NORTHWOOD RD	DIXIE HWY/POINSETTIA AVE	0	1	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0
25550	25550 LA. KIRKSEY/ 57TH ST	-N DIXIE HWY	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
26090	26090 PALM BEACH LAKES BLVD	I-95	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
26090	26090 PALM BEACH LAKES BLVD	I-95	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26110	26110 PALM BEACH LAKES BLVD	DIXIE HWY	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
26575	26575 QUADRILLE BLVD	DIXIE HWY	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
26580	26580 QUADRILLE BLVD	OLIVE AVE	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
	LOFTIN ST/ FLAGLER MEMORIAL	RD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
26585	26585 BRIDGE	N FLAGLER DR	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
26915	26915 3RD ST	QUADRILLE BLVD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27122	27122 ROEBUCK RD	MILITARY TR	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
	SHENANDOAH DR/LAKESIDE GREEN	BLVD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27126	27126 BLVD	MILITARY TR	0	2	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0
27127	27127 COMMUNITY DR	MILITARY TR	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27133	27133 BANYAN BLVD	QUADRILLE BLVD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27225	27225 CLEMATIS ST	QUADRILLE BLVD	0	1	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0
27487	27487 FERN ST	5 QUADRILLE BLVD	0	1	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0
27525	27525 HIBISCUS ST	QUADRILLE BLVD	0	1	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0
	ANDROS ISLE/ BEREAN CHRISTIAN	SCHOOL	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27727	27727 OKEECHOBEE BLVD	BENIST FARMS RD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
27730	27730 OKEECHOBEE BLVD	GOLDEN LAKES BLVD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
27735	27735 OKEECHOBEE BLVD	SKIES RD/RIVERWALK BLVD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27750	27750 OKEECHOBEE BLVD	JOG RD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27770	27770 OKEECHOBEE BLVD	VISTA PKWY	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27770	27770 OKEECHOBEE BLVD	FLA TURNPIKE	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27775	27775 OKEECHOBEE BLVD	FLA TURNPIKE	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
27800	27800 OKEECHOBEE BLVD	MERIDIAN RD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27835	27835 OKEECHOBEE BLVD	JS # 23	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
27825	27825 OKEECHOBEE BLVD	HAVENHILL RD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
27850	27850 OKEECHOBEE BLVD	MILITARY TR	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
	27851 OKEECHOBEE BLVD	CROSS COUNTY MALL/ BISCAYNE BLVD	0	1	0	0	0	0	0	1	0	0	0	0	0</td					

				Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (TSIM)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (EFS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Pervasive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TMC)	In-Highway Warning Lights (IHWL)
27900	27900	OKEECHOBEE BLVD	SPENCER DR	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
27905	27905	OKEECHOBEE BLVD	LOXAHATCHEE DR	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27910	27910	OKEECHOBEE BLVD	CONGRESS AVE	0	1	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0
27920	27920	OKEECHOBEE BLVD	CHURCH ST/CHILLINGSWORTH DR	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
27925	27925	OKEECHOBEE BLVD	I-95 WEST	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27926	27926	OKEECHOBEE BLVD	I-95 EAST	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
27940	27940	OKEECHOBEE BLVD	SB I-95 RAMP	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
27950	27950	OKEECHOBEE BLVD	PARKER AVE/TAMARIND AVE	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0
27952	27952	OKEECHOBEE BLVD	N SAPODILLA AVE	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
27953	27953	OKEECHOBEE BLVD	ROSEMARY AVE	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
27954	27954	OKEECHOBEE BLVD	FEC R/R	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
27955	27955	OKEECHOBEE BLVD	QUADRILLE BLVD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0
27956	27956	OKEECHOBEE BLVD	QUADRILLE BLVD	0	1	0	0	0	0	0	1	2	0	0	0	0	0	0	1	0
27957	27957	OKEECHOBEE BLVD	ALABAMA AVE	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27960	27960	OKEECHOBEE BLVD	DIXIE HWY	0	1	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0
27963	27963	OKEECHOBEE BLVD	OLIVE AVE	0	1	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0
27965	27965	OKEECHOBEE BLVD	FLAGLER DR	0	1	0	0	0	0	0	1	0	0	1	0	0	0	0	1	0
28200	28200	WESTGATE AVE/ELMHURST RD	MILITARY TR	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
28370	28370	ALDI WAY	SR 7	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
28380	28380	REGAL THEATER	SR 7	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28390	28390	BUSINESS PARK WY	SR7/US441	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28449	28449	FLORIDA TURNPIKE (SB ON RAMP)	JOG ROAD	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
28450	28450	FLORIDA TURNPIKE (NB ON RAMP)	JOG ROAD	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
28800	28800	CHERRY RD	MILITARY TR	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
28900	28900	MORTON MUSEUM	DIXIE HWY	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28920	28920	FLAMINGO DR	DIXIE HWY	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29025	29025	BELVEDERE RD	SR 7	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
29225	29225	BELVEDERE RD	MILITARY TR	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0
29235	29235	BELVEDERE RD	I-95	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29375	29375	BELVEDERE RD	DIXIE HWY	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
29858	29858	WEISMAN WAY/BELLA TERRA WAY	SR 7	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
29925	29925	ALBEMARLE RD	DIXIE HWY	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
30600	30600	MONROE DR	DIXIE HWY	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
30650	30650	KENILWORTH BLVD	S DIXIE HWY (SR 80)	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30690	30690	SR 80	CR 880	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30694	30694	SOUTHERN BLVD	ARDEN LAKES WAY W APPROX 450'	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0
30695	30695	SOUTHERN BLVD	ARDEN LAKES WAY	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
30696	30696	SOUTHERN BLVD	ARDEN LAKES WAY E APPROX 450'	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
30699	30699	SOUTHERN BLVD	600'	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
30700	30700	SOUTHERN BLVD (SR 80)	LION COUNTRY SAFARI RD	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
30701	30701	SOUTHERN BLVD	LION COUNTRY SAFARI RD E APPROX 600'	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
30709	30709	SOUTHERN BLVD	SEMINOLE PRATT WHITNEY RD W	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
30710	30710	SOUTHERN BLVD	SEMINOLE PRATT WHITNEY RD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0
30711	30711	SOUTHERN BLVD	SEMINOLE PRATT WHITNEY RD E APPROX 600'	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
30718	30718	SOUTHERN BLVD	BINKS FOREST DRIVE	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
30721	30721	SOUTHERN BLVD	D ROAD W APPROX 715'	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
30722	30722	SOUTHERN BLVD	D ROAD	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
30723	30723	SOUTHERN BLVD	D ROAD E APPROX 655'	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
30726	30726	SOUTHERN BLVD	BIG BLUE TRACE	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30730	30730	SOUTHERN BLVD	PALMS WEST PARKWAY	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30735	30735	SOUTHERN BLVD	FOREST HILL/CRESTWOOD BLVD	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
30750	30750	SOUTHERN BLVD	ROYAL PALM BEACH BLVD	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
30760	30760	SOUTHERN BLVD	LAMSTEIN LA	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
30765	30765	SOUTHERN BLVD (SR 80)	105 RD AVE	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
30768	30768	SOUTHERN BLVD	FAIRGROUNDS RD	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
30790	30790	SOUTHERN BLVD	SANSBURY'S WAY	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
30800	30800	SOUTHERN BLVD	BENICIST FARMS RD	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
30808	30808	SOUTHERN BLVD	PIKE RD	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
30809	30809	SOUTHERN BLVD	PIKE RD	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
30812	30812	SOUTHERN BLVD	FL TURNPIKE (EAST)	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
30815	30815	SOUTHERN BLVD	CLEARBY RD	0	3	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
30825	30825	SOUTHERN BLVD	JUG RD	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	1
30835	30835	SOUTHERN BLVD	HAVERHILL RD	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
30860	30860	SOUTHERN BLVD	KIRK RD	0	1	0	0	0	0	0	1									

				Traffic Signals (TS)	Traffic Signal - Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Rte Dept. Signal (EDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Signs (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Artificial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TRMC)	In-Roadway Warning Lights (IRWL)
53101	53101 WEST ATLANTIC AVE	HAMLET DR/VIA O'ESTE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53125	53125 WEST ATLANTIC AVE	HIGH POINT BLVD/HOMWOOD BLVD		0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
53130	53130 WEST ATLANTIC AVE	IN.W. 24TH AVE.		0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
53135	53135 WEST ATLANTIC AVE	CONGRESS AVE		0	1	0	0	0	0	1	1	0	0	0	0	0	0	1	0	
53170	53170 WEST ATLANTIC AVE	EB 5 ON RAMP TO I-95		0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	
53172	53172 WEST ATLANTIC AVE	WB 5 ON RAMP TO I-95		0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	
53174	53174 WEST ATLANTIC AVE	I-95 WEST		0	1	0	0	0	0	1	0	1	0	0	0	0	0	1	0	
53175	53175 WEST ATLANTIC AVE	I-95 EAST		0	1	0	0	0	0	1	0	0	0	0	0	0	0	1	0	
53178	53178 WEST ATLANTIC AVE	WB 5 ON RAMP TO I-95		0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
53198	53198 WEST ATLANTIC AVE	NW/SW 12TH AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	1	0	
53200	53200 WEST ATLANTIC AVE	NW/SW 10TH AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53205	53205 WEST ATLANTIC AVE	NW/SW 8TH AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53215	53215 WEST ATLANTIC AVE	NW/SW 5TH AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53220	53220 WEST ATLANTIC AVE	SW 2ND AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53225	53225 WEST ATLANTIC AVE	SWINTON AVE		0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
53250	53250 EAST ATLANTIC AVE	NE/SE 5TH AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53255	53255 EAST ATLANTIC AVE	NE/SE 6TH AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53260	53260 EAST ATLANTIC AVE	NE/SE 7TH AVE		0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
53275	53275 EAST ATLANTIC AVE	VENETIAN DR		1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53280	53280 EAST ATLANTIC AVE	GLEASON ST		1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53286	53286 SE 1ST ST	SE 5TH AVE		0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
53287	53287 SE 1ST ST	SE 6TH AVE		0	1	0	0	0	0	2	0	0	0	0	0	0	0	0	0	
53290	53290 EAST ATLANTIC AVE	AIA		1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53295	53295 SANCHAY PARC	SR A-1-A (OCEAN BLVD)		0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
		AVENIDO DEL RIO/0/ SATURNIA ISLES																		
53300	53300 BLVD	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53450	53450 SE 2ND ST	SE 5TH AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53460	53460 SE 2ND ST	SE 6TH AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53598	53598 25N OF CASUARINA RD	SR A-1-A (OCEAN BLVD)		0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
53700	53700 CASUARINA RD	AIA		1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
53710	53710 390S OF CASUARINA RD	SR A-1-A (OCEAN BLVD)		0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
54300	54300 SE 10TH ST	ISE 5TH AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
54310	54310 SE 10TH ST	ISE 6TH AVE		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
54900	54900 RHODES VILLA AVE	SR A-1-A (OCEAN BLVD)		0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
55125	55125 LINTON BLVD	1/95		1	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	
55151	55151 BANYAN TREE LA/DELRAY MALL	FEDERAL HWY		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
55160	55160 LINTON BLVD	FEDERAL HWY		0	1	0	0	0	0	1	0	0	0	0	0	0	0	1	0	
55161	55161 LINTON BLVD	AIA		1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
55167	55167 TROFO BLVD	FEDERAL HIGHWAY (US1/5RS)		0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
56601	56601 LINDELL BLVD/AVE L	FEDERAL HWY		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
56850	56850 CABERNET DR	SR 7 (US 441)		0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
57990	57990 CLINT MOORE RD/PINEWOOD PK	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
57991	57991 181 ST/BOCA GARDENS PARKWAY	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
57992	57992 181 ST	SR 7 (US 442)		0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	
58090	58090 YAMATO RD	SR 7 (US 441)		0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
62300	62300 NEW ENGLAND BLVD	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
62455	62455 KIMBERLY BLVD	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
62500	62500 GLADES RD	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	1	0	
		SHADOWWOOD SQUARE/WEST WINDS																		
62501	62501 GLADES RD	OF BOCA		0	1	0	0	0	0	1	0	0	0	1	0	0	0	0	0	
62502	62502 GLADES RD	S 95TH AVE		0	1	0	0	0	0	1	0	0	0	1	0	0	0	1	0	
62505	62505 GLADES RD	LYONS RD		0	1	0	0	0	0	1	0	0	0	1	0	0	0	1	0	
62507	62507 GLADES RD	GOLF COURSE RD/CONCORD RD		0	1	0	0	0	0	1	0	0	0	1	0	0	0	0	0	
62508	62508 GLADES RD	BOCA LAKES DR/SOMERSET MALL		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
62509	62509 GLADES RD	BOCA RIO RD		0	1	0	0	0	0	1	0	0	0	1	0	0	0	1	0	
62510	62510 GLADES RD	FLA TURNPIKE/BOCA GROVE RD		0	1	0	0	0	0	1	0	0	0	1	0	0	0	1	0	
62512	62512 GLADES RD	BOCA CORPORATE CENTER		0	1	0	0	0	0	1	0	0	0	1	0	0	0	0	0	
62515	62515 GLADES RD	BOCA WEST RD/ENCINA LA		0	1	0	0	0	0	1	0	0	0	1	0	0	0	1	0	
63030	63030 WESTWINDS PLAZA	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
64000	64000 PALMETTO PARK RD	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	1	0	
64001	64001 BOCA WOODS LA	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
64010	64010 SW 3RD ST	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
64719	64719 ORIGLE COUNTRY RD	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
64800	64800 SANDALFOOT BLVD	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
67400	67400 SW 38TH ST/MARINA BLVD	SR 7 (US 441)		0	1	0	0	0	0	1	0	0	0	0	0	0	0	1	0	
70495	70495 SR 700/ US 98/MAIN ST/ SR 715	K.E. CUNNINGHAM/CANAL POINT		0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
70500	70500 CANAL POINT/SR 715/US 441	US 98/700																		

				Traffic Signals (TS)	Traffic Signal-Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Flashing Beacon (EFB)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supply (UPS)	Connected Automated Vehicles (CAV)	Pedestrian Hybrid Beacon (PHB)	Area Dynamic Message Signs (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TRMC)	In-Roadway Warning Lights (IRWL)
75275	75275	1ST ST	MAIN/ SR 15/BANK/BA.COM PT	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
75450	75450	PBC FIRE RESCUE STA #72	S LAKE AVE/[US 441/SR 15], south of station	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	
75450	75450	PBC FIRE RESCUE STA #72	S LAKE AVE/[US 441/SR 15], north of station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
75500	75600	MUCK CITY RD	STATE MARKET RD.	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
75700	75700	SR 700	SR 717/MUCK CITY RD & SR 98	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
75900	75900	SHIRLEY DR	SR 15/[US 44 (BELLE GLADE RD)]	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
75950	75950	SR 700/[US 98]	HATTON HWY	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
76100	76100	HOOKER HIGHWAY	SR 715	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
76200	76200	HOOKER HIGHWAY	LAKESIDE MEDICAL CENTER	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
78050	78050	SR 80/[HOOKER HWY]	SR 15/[US 441]	1	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	
78051	78051	SR 80	SR 700/[88]	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
		ORANGE AVE/ GLADES																		
78100	78100	CORRECTIONAL INSTIT	SR 80/[SR 15]	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
78150	78150	SR 80	HATTON HWY	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
80100	80100	GATOR BLVD/AVE L	SR 15/[US 441/MAIN ST]	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
80150	80150	AVE L	SR 715	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
80190	80190	W CANAL ST N [SR 717]	NW 16TH ST 70' NORTH	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	
80200	80200	WEST CANAL ST	SR 715	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
80245	80245	W CANAL ST N [SR 717]	LAKE SHORE MIDDLE SCHOOL	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
		NW 7TH ST/ RIFLE GLADE																		
80250	80250	SR 715	ELEMENTARY SCH	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
80255	80255	SR 7155	NW 5TH ST	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		SW AVE E/MARTIN LUTHER KING JR	SR 715	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
80350	80350	NW/BH 2ND ST	CANAL ST/[SR 717]	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
80400	80400	AVE A/CANAL ST/717	MAIN ST	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
		SW AVE E/CR 880/MARTIN LUTHER																		
80550	80550	KING	MAIN ST/[SR 15]	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
80580	80580	CR 880	SE AVE E/CANAL/7TH ST BRIDGE	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
81000	81000	SR25/[US 27]	30' W OF RITA VILLAGE RD	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
81245	81245	SR25/[US 27]	ROCK RD	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	
81245	81245	SR25/[US 27]	ROCK RD	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	
81250	81250	PBC FIRE STATION 74	US 27 (SR 80)	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	
81295	81295	SR 80	SR 27	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
81305	81305	US 27	OKELANTA SUGAR CO	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
81400	81400	SR 80	SR 715	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
		BLADES CENTRAL HIGH SCHOOL																		
81475	81475	SR 80	[ROOSEVELT ST.] (west)	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
81475	81475	SR 80	[ROOSEVELT ST.] (east)	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
81480	81480	SE AVENUE M	450' S ON MAIN ST	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	

			Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Rte Dept. Signal (EDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Sign (ISNS)	Black Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Cameras (TrMC)	In-Roadway Warning Lights (IRWL)
Total Number of Devices:			57	443	12	58	12	2	46	54	41	92	0	0	0	0	164	0	
Compensation Amount (using Unit Rates from Exhibit B):			\$4,145	\$5,892	\$1,005	\$804	\$1,403	\$405	\$416	\$445	\$405	\$131	\$131	\$575	\$1,804	\$2,149	\$1,748	\$699	
Total Amount:			\$384,365	\$2,593,872	\$22,060	\$30,552	\$16,836	\$810	\$185,536	\$24,090	\$16,605	\$12,052	\$0	\$0	\$0	\$0	\$118,720	\$0	
Total Lump Sum Amount *:			\$3,152,438																

*Amount paid shall be the Total Lump Sum (minus any retainerage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in the Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainerage or forfeiture) of \$3,252,838.00.


6/18/25
Maintaining Agency Date

DocuSigned by:
Jonathan Burton
jonathan.burton.P.E.
District Four Traffic Operations Engineer
Florida Department of Transportation, District Four
Date

06/23/2025 | 9:22 AM EDT

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

750-010-24b
TRAFFIC OPERATIONS
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EXHIBIT B

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

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

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing.

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

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04/23
Exhibit C Page 1 of 1

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

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

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

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

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

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

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

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

Maintaining Agency _____ Date _____

District Traffic Operations Engineer _____ Date _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 010726*277BGEX 010726*764FUND 3500 Transportation Improvement Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ENCUMBERED as of 01/05/2026	REMAINING BALANCE
REVENUES									
3500-361-2004-3404	State Grant Capital-Transport	Traffic Signals - Countywide	2,750,000 0	2,750,000 0	3,000,000 0	0	5,750,000 0		
	Total Fund Revenues		300,056,825	300,778,332	3,000,000	0	303,778,332		
EXPENDITURES									
3500-361-2004-6408	Signals & Controllers	Traffic Signals - Countywide	3,009,706	3,374,157	3,000,000	0	6,374,157	204,100	6,170,057
	Total Fund Expenditures		300,056,825	300,778,332	3,000,000	0	303,778,332		

SIGNATURES



Initiating Department/Division

DATES

1/7/26.

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 3-Feb-26

Deputy Clerk to the
Board of County Commissioners