

**TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY  
REPAIR AGREEMENT**

**THIS TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY REPAIR AGREEMENT** entered into as of the 7th day of July, 2011, between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "County," and **SUMMERVILLE ELECTRIC, INC.**, a Florida corporation, whose mailing address is 161 Comfort Road, Palatka, Florida 32177, hereinafter referred to as "Contractor."

**RECITALS**

**WHEREAS**, County issued its Invitation for Sealed Bids to enter into a contract for traffic signal maintenance and emergency repairs in Columbia County, Florida, in accordance with County Bid No. 2011-D; and

**WHEREAS**, Contractor on April 20, 2011 timely responded to County's Request for Bids and has been selected by the County as the lowest and best bid and in the best interest of County and its citizens; and

**WHEREAS**, Contractor is properly licensed and qualified to perform the scope of services described in the County's Request for Bids and as agreed upon between the parties; and

**WHEREAS**, Contractor will be an independent contractor and paid in accordance with the schedule of payments provided herein. No County benefits will be provided to Contractor, and no payroll or other taxes withheld as Contractor is an independent contractor.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct.
2. **SCOPE OF WORK**. Contractor agrees to perform the scope of work for traffic signal maintenance and emergency repair in accordance with the County's Bid No.

2011-D and Contractor's response to Bid No. 2011-D, including the scope of work and other terms and conditions described in the specifications of County Bid No. 2011-D, all of which are by reference incorporated herein, the same as if said terms and conditions were separately included within this agreement. The scope of work shall include the traffic signal maintenance and emergency repair, intersection and lighting location described in Exhibit A attached hereto and by reference made a part hereof.

3. **RESPONSIBILITIES OF COUNTY.** The County's responsibilities in connection with the work are as follows:

- (a) provide to the Contractor available information, reports and other data in possession or available to the County to assist Contractor in performing the scope of work herein described;
- (b) designate a person to act as County's representative with respect to the work to be performed under this agreement; and
- (c) perform the scope of work designated in County's bid specifications and Contractor's response to County Bid No. 2011-D. Contractor shall be compensated at the hourly rate for the "repairs as needed" as set forth below.
- (d) upon proper billing to the County by Contractor, County will pay Contractor the agreed hourly rate as follows:

**TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE**

Traffic Signal Maintenance	Bi-Annual	\$157.00 per intersection
	Annual	\$188.00 per intersection

**Repairs as needed:**

Technician	\$ 55.00 per hour
Technician (after hours)	65.00 per hour
Laborer	30.00 per hour
Laborer (after hours)	36.00 per hour
Bucket Truck	30.00 per hour
Parts Cost Plus Percentage Markup	12%

**LOCATION SERVICES AS NEEDED**

Technician

\$ 85.00 per hour

4. **RESPONSIBILITIES OF CONTRACTOR.** The responsibilities of Contractor in connection with the work are as follows:

- (a) Contractor shall be an independent contractor and not an employee of the County;
- (b) Contractor shall not perform any work outside the scope of services described herein without prior written authorization from the County, and any such additional work shall be at the hourly rate specified above;
- (c) Contractor shall perform all the work and services described herein, and shall not be authorized to subcontract any of the work without the prior written authorization from the County;
- (d) during the term of this Agreement, Contractor will maintain its status as a properly licensed, trained and qualified contractor as necessary for the provision of the scope of work provided for herein.

5. **PAYMENT TO CONTRACTOR.** The County agrees to pay the Contractor in a timely manner within thirty (30) days of submission of properly completed, documented and signed invoices from the Contractor to the County.

6. **INSURANCE.** Prior to beginning work under the terms and conditions of this agreement, Contractor shall obtain and maintain commercial general liability insurance of no less than One Million Dollars each occurrence and Two Million Dollars per aggregate, including personal and bodily injury and all limits no less than that shown in the Certificate of Liability insurance attached hereto as Exhibit "B". Contractor shall also maintain workers' compensation in accordance with the requirements of Florida law in an amount no less than \$100,000.00 each accident or claim as shown in the Certificate of Liability Insurance attached hereto as Exhibit "C" or otherwise required by Florida law. The policy shall contain a clause requiring 30 days written notice to County before cancellation, reduction or other modification of coverage. An insurance certificate indicating at least the required minimum coverage shall be provided to the County prior to Contractor commencing work under the terms of this Agreement. All insurance must

be obtained from insurance companies that are registered and licensed to conduct business in the State of Florida, and must be rated by Best as A or better. All insurance policies must be on an occurrence basis unless otherwise agreed by the County.

7. **INDEMNIFICATION.** In consideration of this Agreement, Contractor shall indemnify and hold harmless County, including its officers, staff and employees, from and against any and all claims, damages, losses, liabilities, or expenses (including but not limited to any judgment, award, settlement, reasonable attorney fees, and other direct out-of-pocket costs or expenses incurred in connection with the defense of any pending, threatened or completed action, suit or proceeding), suffered or sustained by County by reason of any acts or omissions or alleged acts or omissions or negligence related to or arising out of Contractor's activities under the terms of this Agreement and within the scope of Contractor's activities and services provided to the County, including but not limited to those caused by any negligent or willful act, error or omission of Contractor, his employees or subcontractors.

8. **TERM OF AGREEMENT.** This agreement is effective as of the day and year first above written or after it is signed by all parties, whichever date shall be later, and will remain in effect for the initial term of two (2) years, provided either party may terminate this agreement with written notice to the other effective immediately if the other party is in material breach of this agreement and, in the case of a breach capable of remedy, fails to cure the breach within thirty (30) days of receiving written notice of the breach. Either party may cancel this agreement upon sixty (60) days prior written notice to the other party without cause. In such event, County will pay Contractor only for services provided to the date of termination. This agreement may be extended for two (2) additional one-year periods by mutual written agreement of the parties. However, notwithstanding anything herein to the contrary, Contractor's obligation to indemnify, defend and hold harmless the County as provided in paragraph 7 and public records retention requirements of paragraph 9 shall survive the termination of this Agreement.

9. **PUBLIC RECORDS.** The parties acknowledge the County as a political subdivision of the State of Florida is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Therefore, Contractor shall, for a minimum of five (5) years from the expiration or termination of this Agreement, maintain all records resulting from this Agreement which shall be made available to the County

upon reasonable written request. County shall be responsible for reasonable costs of copying such public records.

10. **GOVERNING LAW AND VENUE.** This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole and exclusive venue for any legal action between the parties.

11. **ATTORNEY'S FEES.** In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

12. **ENTIRE AGREEMENT.** This Agreement, together with the related written and signed agreements between the parties, if any, constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous understandings and representations. No covenants, term or provision of this Agreement may be modified or waived except by writing duly executed by the legal representative of each party.

**IN WITNESS WHEREOF,** the parties have executed the agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*Lisa K.B. Roberts*  
Witness  
Lisa K.B. Roberts

Print or type name  
*Carolyn N. Baker*  
Witness  
Carolyn N. Baker  
Print or type name

**COLUMBIA COUNTY, FLORIDA**

By: *Jody Dupree*  
Jody Dupree, Chairman

ATTEST: *P. DeWitt Cason* by *PL Perry*  
P. DeWitt Cason, Clerk of Courts

(SEAL)

Signed, sealed and delivered  
in the presence of:

Michael L. Riddick

Witness

MICHAEL L. RIDDICK

Print or type name

Jeff Fleming

Witness

JEFF FLEMING

Print or type name

**SUMMERVILLE ELECTRIC, INC.**

By:

H. C. Dunning, President

H. C. Dunning, President

**TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY REPAIR  
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**A. 22 TRAFFIC SIGNAL INTERSECTIONS**

**Cost**

INTERSECTION	INTERSECTION
US 47 AND US 27	CR 252 AND TROY RD.
US 47 AND CR242 WEST	BAYA AVE. AND US 90 EAST
US 47 AND RING COURT	SISTERS WELCOME RD. AND SUMMERS AVE.
BAYA AVE. AND SR 100	SISTERS WELCOME RD. AND BASCOM NORRIS
SR 100 AND CR 245	SR 247 AND CR 242
CR 252 AND CR 245	BAYA AVE. AND DEFENDER AVE.
CR 252 AND CR 133	US 90 WEST AND BROWN RD.
CR 252 AND US 41	SR 247 AND CR 252B
US 90 AND NW TURNER Ave.	US 90 AT SISTERS WELCOME RD.
US 90 AT THE FHP STATION	US 90 AT CR 252B
US 441 AT CR 25A	SR 47 AT BASCOM NORRIS DRIVE

**B. 10 SCHOOL FLASHING INTERSECTIONS**

NAME	ADDRESS
FIVE POINTS ELEMENTARY	201 W. LAVERNE AVE.
COLUMBIA CITY ELEMENTARY	SR 47 SOUTH
COLUMBIA HIGH SCHOOL	US 441 SOUTH
EASTSIDE ELEMENTARY	225 DEFENDER AVE.
NIBLACK ELEMENTARY	FLASHING LIGHT ON BASCOM NORRIS
WESTSIDE ELEMENTARY	TROY RD. AND 252B
FT. WHITE ELEMENTARY	US 47 SOUTH
FT. WHITE HIGH SCHOOL	US 47 SOUTH
LAKE CITY CHRISTIAN ACAD	SW PINEMOUNT RD.
BLAKE SCHOOL	7443 US 90 WEST

**C. 14 Flashing Beacon Intersections**

SR47 & US 27	SR 27 AND CR 138
CR131 AND CR242	CR 131 AND CR 240
PINEMOUNT RD. & KOONVILLE RD.	PINEMOUNT RD. AND BIRLEY AVE.
SISTERS WELCOME RD. & CR 242	SR 47 & CR 240
US 90E AND FL GATEWAY COLLEGE	US 41 AND CR 240
CR242 AND SABRE AVE.	BASCOM NORRIS & LK. JEFFREY RD.
SR 47 AND CR238	OLD WIRE RD. AND CR 240

**D. 73 Street Lights/ Relamping done by FPL**

LOCATION	QUANTITY
Grandview & Sisters Welcome	2
SR 10A (Baya Ave.) from Lochlyn to US 90E	57
SR 10 (US 90) from Hall of Fame Dr. to Pinemount Rd.	14

EXHIBIT

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