

10/2/06
 Includes
 FDOT
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
 AGREEMENT**

710-010-30

UTILITIES

02/03

Page 1 of 5

THIS AGREEMENT, entered into this 19th day of May, year of 2003, by and between the
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and
 CITY OF FT. LAUDERDALE, hereinafter referred to as the "MAINTAINING AGENCY";

WITNESSETH:

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

WHEREAS, the MAINTAINING AGENCY has authorized its undersigned officers to enter into and execute this Agreement, and has designated the officer(s) authorized to receive and respond to the FDOT's work orders;

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

1. Maintenance of Facilities

- a. The MAINTAINING AGENCY shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the MAINTAINING AGENCY, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the FDOT, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the MAINTAINING AGENCY shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures.
- d. For lighting installed as part of an FDOT project, the MAINTAINING AGENCY's obligation to maintain shall commence upon the MAINTAINING AGENCY's receipt of notification from the FDOT that the FDOT has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the MAINTAINING AGENCY shall not be required to perform any activities which are the responsibilities of FDOT's contractor.
- e. The continuing obligations under this paragraph 1 negotiation of the amount to be paid as set forth in

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