

Effective: March 31, 2023  
Office: Traffic Engineering and  
Operations  
Topic No.: 750-010-022-g

# TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT MANUAL

## Chapter 1: Agreement Procedure

### PURPOSE

To ensure proper maintenance and operation of traffic signals and devices on the State Highway System and to compensate the Maintaining Agency, as defined herein, for this work.

To establish the format and requirements for the execution of a ***Traffic Signal Maintenance and Compensation Agreement*** with a Maintaining Agency.

### AUTHORITY

Sections 20.23, 334.044, 334.048(3) and 335.055, Florida Statutes (F.S.)

### SCOPE

The offices affected by this procedure are the State Traffic Engineering and Operations Office, Office of Maintenance, District Maintenance Offices, Office of Inspector General, District Traffic Operations Offices, Office of Work Program and Budget, District Work Program Offices, District Financial Services Offices, Office of General Counsel and Office of Comptroller.

### DEFINITIONS

**MAINTAINING AGENCY** – A local government jurisdiction that accepts the maintenance and operation of traffic signals and devices on the State Highway System within their jurisdiction as outlined in the ***Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22***.

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT, FORM NO.**

**750-010-22** - A legally binding instrument setting forth specific agreements and responsibilities between the Department and a Maintaining Agency related to the maintenance, operation, and compensation of traffic signals and devices in a defined jurisdictional area. This **Agreement** establishes a mechanism whereby the parties may add or delete signalized intersections or signal systems to a list of locations contained in **Exhibit A** of the **Agreement**.

**EXHIBIT A** – A portion of the **Agreement** that identifies a list of “Traffic Signals and Devices” on the State Highway System to be maintained and operated by the Maintaining Agency. Exhibit A shall be updated annually.

**EXHIBIT B** – A portion of the **Agreement** that defines the methods and limits of compensation to be made to the Maintaining Agency for the services described in the **Agreement** and in **Exhibit A** and method by which payments will be made.

**EXHIBIT C** – A portion of the **Agreement** that Maintaining Agencies submit to the District for reimbursement for replacement and/or repair of damage traffic signals and devices. The **Exhibit C** requires signature of both the Maintaining Agency and the District Traffic Operations Engineer or authorized designee.

**TRAFFIC SIGNALS AND DEVICES** - the following devices, as listed within **Exhibit A**, located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency:

- (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 (“TWB”; 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
- (j) In-roadway warning lights (“IRWL”), system specific to mid-block crossing and

unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual

## BACKGROUND

The Department enters into written **Agreements** with local governments to operate and maintain the State Highway System traffic signals and devices. The Department provides compensation to the Maintaining Agencies for this work. This procedure covers issues relating to the operation, maintenance, and compensation of traffic signals and devices on the State Highway System.

### 1. TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

- 1.1 **Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22**, shall be the only form used to execute new **Agreements**. The form is used to enter into an **Agreement** for maintenance and continuous operation of Traffic Signals and Devices on the State Highway System. Once executed, the **Agreement** shall remain valid and need not be replaced unless the standard form of the **Agreement** changes or via Form No. 750-010-24, Amendment to the Traffic Signal Maintenance and Compensation Agreement. Compensation for new devices reimbursable by the **Traffic Signal Maintenance and Compensation Agreement Exhibit A** shall be updated each year and submitted to the FDOT District Traffic Operations Office prior to the beginning of the fiscal year starting on July 1. An **Amendment to Traffic Signal Maintenance and Compensation Agreement, Form No 750-010-24** shall be completed annually to perform this update to Exhibit A devices.
- 1.2 The language contained in **Form No. 750-010-22** shall be considered non-negotiable.

### 2. EXECUTION OF AGREEMENT

- 2.1 **Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22** should be executed with each Maintaining Agency where one or more traffic signals or devices exist on the State Highway System, unless the Maintaining Agency or the Florida Department of Transportation wishes not to enter an **Agreement**.
  - 2.1.1 In some cases, a larger agency may assume the maintenance responsibilities of a smaller agency by interlocal agreement. This can be formally recognized and reimbursed to the larger agency by including the smaller agency's devices within the larger agency's **Exhibit A**. Alternately,

the Department can reimburse the smaller agency per this procedure and the smaller agency and larger agency work out any reimbursement that meets their needs.

- 2.2** The **Agreement** shall be executed first by the Maintaining Agency. The individual signing for the Maintaining Agency must be duly authorized to sign the **Agreement** by the governing body of the Maintaining Agency.

The **Agreement** may also require the review and approval by the maintaining agency's attorney.

- 2.3** The date of the **Agreement**, appearing at the top of page one (1), shall not be entered until the **Agreement** is completely executed by the Department. The contract and financial numbers will be added at this time.

- 2.4** Signature authority for the Department shall be the District Secretary or authorized designee with the appropriate title typed under the signature. Signature authority for **Exhibit A** (to be executed annually) and for **Exhibit C** (to be executed on an as-needed basis), shall be that of the District Traffic Operations Engineer or authorized designee. For **Exhibit A** administration, see Section 3.2. For **Exhibit C** administration, see Section 4.2.

- 2.5** The District Traffic Operations Engineer shall be responsible for:

- (1) Coordinating the proper execution of the **Agreement** with the Maintaining Agency;
- (2) Obtaining the signature by the District Secretary or authorized designee;
- (3) Distributing the executed **Agreement** to all parties [one (1) copy district files, one (1) copy to the Maintaining Agency, and one (1) copy to the Director of Traffic Engineering and Operations];
- (4) Administrating the overall Traffic Signal Maintenance and Compensation Agreement Program as described herein; and
- (5) Notifying the Director of Traffic Engineering and Operations regarding any new **Agreement** entered into or any Maintaining Agency opting out of any existing **Agreement**.

### **3. COMPENSATION FOR MAINTENANCE AND OPERATION**

- 3.1 Operation and Maintenance** – Once the **Agreement** is executed, the Maintaining Agency is responsible to perform the maintenance and operations of all the traffic signals and devices listed in that fiscal year's

**Exhibit A.** The Maintaining Agency will be compensated for maintenance and continuous operations of the devices listed in Exhibit A at the rates listed in Exhibit B of the **Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22.**

**3.2 Administration of Program** – The Maintaining Agencies that participate will work with the Department to develop a list of all traffic signals and devices that are on the State Highway System each year, using **Exhibit A** of the **Agreement**. The list of traffic signals and devices must be uploaded to the eTraffic Exhibit A Application. The completed **Exhibit A**, including the total amount requested, must be sent to the District Traffic Operations Offices at their specified date each year for approval and must be executed prior to July 1 for each future fiscal year to be consistent with the Department’s fiscal year calendar. The District Traffic Operations Office should coordinate with the District Work Program for any adjustments that need to be made for implementing the executed **Exhibit A** of the **Agreement**. The funds approval (encumbrance) is required prior to execution of the **Agreement** or amendment through **Exhibit A** each year, which the District Traffic Operations Office may coordinate with the District Work Program Office.

An invoice shall be submitted to the District Traffic Operations Engineer by 5:00 p.m. on July 15<sup>th</sup> for payment. Payment should be made after the end of the service period to ensure all maintenance and compensation requirements have been met as set forth in the **Agreement**. The annual reimbursement cost per traffic signal and devices are based on the values in **Exhibit B**.

An annual report must be submitted to the District Traffic Operations engineer by 5:00 p.m. on July 15<sup>th</sup>.

**3.3 Monitoring of the Program** – The District Traffic Operations offices will monitor the implementation of the **Traffic Signal Maintenance and Compensation Agreement**.

#### **4. SPECIAL CONSIDERATIONS**

- 4.1** Refer to the **Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22** for terms of the **Agreement** with Maintaining Agencies.
- 4.2.** Damage Reimbursement Process is provided in the following chapter for use by the Districts and Maintaining Agencies. This process should be used while submitting claims for damage reimbursements as spelled out in **Exhibit C**. Invoices must be submitted from the Maintaining Agency to the Department within 60 days of when the repair and/or replacement work is

completed.

## **5. TRAINING**

None required.

## **6. FORMS**

The following two forms are available in the Department's Forms Library.

- Form No. ***750-010-22, Traffic Signal Maintenance and Compensation Agreement.***
- Form No. ***750-010-24, Amendment to the Traffic Signal Maintenance and Compensation Agreement.***

## Chapter 2: Damage Reimbursement

### **PURPOSE:**

To establish a process for handling reimbursement requests from local agencies to recover cost to repair or replace property damage pursuant to the Traffic Signal Maintenance and Compensation Agreement (“TSMCA”) Form 750-010-22, dated 04/23, and the preparation of claims documentation needed by the Florida Department of Transportation (“FDOT” or “Department”), to recover against at-fault parties and their insurers, along with reimbursement for Force Majeure events.

### **AUTHORITY:**

Sections 20.23, 334.044, 334.048(3), 335.055, and 335.10(3), Florida Statutes (F.S.)

### **SCOPE:**

This process affects the Traffic Engineering and Operations Office that is responsible for repair or replacement of the damaged Traffic Signals and Devices listed under the TSMCA Form 750-010-22, dated 04/23, and the associated Maintaining Agencies. This process also affects the Office of the General Counsel (“OGC”) as the office responsible for the recovery and collection of monies paid by the Department to the local agencies for the repair or replacement of the damaged property.

### **Definitions**

<b>CC</b>	Carbon Copy
<b>CEI</b>	Construction Engineering and Inspection
<b>CFM</b>	Contract Funds Management
<b>CO</b>	Central Office
<b>DTOE</b>	District Traffic Operations Engineer
<b>FDOT</b>	Florida Department of Transportation
<b>FPID</b>	Florida Project ID Number
<b>F.S.</b>	Florida Statute
<b>IMTS</b>	Interconnected and Monitored Traffic Signals
<b>ITS</b>	Intelligent Transportation System
<b>OGC</b>	Office of the General Counsel
<b>TSM&amp;O</b>	Transportation Systems Management and Operations
<b>TSMCA</b>	Traffic Signal Maintenance and Compensation Agreement

**District:** An office of the Department responsible for operation and maintenance of State Highway System (“SHS”) within the district boundaries.

**District Traffic Operations:** The office within each district delegated responsibilities for

operation and maintenance of Traffic Signals and Devices on the SHS.

**Force Majeure Event:** Means an event of the following type:

- (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.

**Maintaining Agency:** A local agency which maintains traffic signals and devices on the State Highway System in accordance with an executed Traffic Signal Maintenance and Compensation Agreement.

**OGC Claims Section:** The section of the State of Florida, Department of Transportation, Office of the General Counsel, responsible for processing claims, located at Haydon Burns Building, Mail Station 58, 605 Suwannee Street, Tallahassee, Florida, phone (850) 414-5357, and facsimile (850) 412-8078.

**Responsible Individual:** Any individual, driver, owner, insurance carrier, corporation, company, agency, or entity legally responsible for the cost of the repair or replacement of damaged property owned by the Department or damaged installed material.

**Traffic Signal Maintenance and Compensation Agreement (“TSMCA”):** The agreement between the Department and the Maintaining Agency defining terms and requirements for traffic signal and device operation and maintenance by the Maintaining Agency and reimbursement by the Department.

**State Transportation Systems Management and Operations (“TSM&O”) Division:** The Section of the Traffic Engineering and Operations Office that manages the TSM&O program including funding for Traffic Signals and Devices repair and replacement in accordance with this Manual.

For further definitions refer to the TSMCA Form No. 750-010-22 dated 04/23, and the Submission and Recovery of Property Damage Claims, Topic No. 225-085-002-e, effective August 16, 2017.

## **TRAINING:**

None required.



**FORMS ACCESS:**

<b>Procedures</b>	<b>Forms</b>
750-010-022-f Traffic Signal Maintenance and Compensation Agreement Procedure <a href="#">PDL</a>	750-010-022 Traffic Signal Maintenance and Compensation Agreement <a href="#">PDL</a>
850-005-001-j Reporting Incidents and Management of Damage Repair <a href="#">PDL</a>	750-010-024 Amendment to the Traffic Signal Maintenance and Compensation Agreement <a href="#">PDL</a>
225-085-002-e, Recovery of Property Damage Claims <a href="#">PDL</a>	850-005-01 Report of Repair and Certification of Funds Expenditure <a href="#">PDL</a>
Procedure No. 500-000-015, Loss Prevention Manual <a href="#">PDL</a>	850-005-02 State Force and Contract Cost Documentation <a href="#">PDL</a>
	Summary of Contractual Services <a href="#">Instructions ; FACTS Contract Summary Form</a>
	District Finance Forms
	Work Order

## Chapter 2: Section 1

# TRAFFIC SIGNALS AND DEVICES DAMAGE REPAIR AND/OR REPLACEMENT REIMBURSEMENT PROCEDURE

### 1.1 COMPILING SUBMISSION PACKAGE

The District Transportation Systems Management and Operations (“TSM&O”) designee must ensure the collection of the below information is in the following order prior to submitting the claim package to the FDOT OGC Claims Section:

1. Determine the cost of the damage and file only if the reimbursement cost is greater than \$300.00
  - Exemptions will be at the discretion of the OGC Claims section, upon the specific request of the District, or Office of the State Attorney
2. Form 850-005-01 – Report of Repair and Certification of Funds Expenditure
3. Form 850-005-02 – State Force and Contract Cost Documentation
4. TSMCA Form No. 750-010-22, dated 04/23, Exhibit C
  - The Maintaining Agency signs and dates the Exhibit C and then provides it to FDOT District Traffic Operations for final signature.
  - Prior to the District Traffic Operations Engineer (“DTOE”) or designee signing the Exhibit C, funds approval should be obtained.
5. Copies of invoice(s) from local agency with supporting documentation:
  - Include timesheets if applicable. The more detailed the claim documents are, the more likely they will be paid by insurers.
6. Approved encumbrance or memorandum
7. Copy of the Police Report (if one exists):
  - Lost, Theft or Vandalism Report if one exists, along with any existing police report.
  - Not applicable to force majeure events.
8. Submit photographs:
  - Provide color copies of damaged infrastructure and repair.
  - Take photographs from different angles of the damaged property.
  - Backup copies should remain with the photographer or District TSM&O Engineer or designee.
  - Photographs should include date and time pictures were taken.
9. Any work order issued for damage repair.
10. DTOE or designee will finally sign Exhibit C

All reimbursements filed must be submitted in accordance with the requirements listed in TSMCA paragraph 3, Sections 3 and 4 of the TSMCA Exhibit B, and TSMCA Exhibit C. For costs incurred for repair and/or replacement and associated contract documentation 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 after work is complete to support the Department's loss recovery efforts.

## **1.2 DOCUMENTING DAMAGES**

### **1.2.1 Damage Cost and Explanation**

The Responsible Individual is entitled to a complete explanation of the damages and costs. Preparing and providing detailed documentation for costs related to repairs and/or replacement should primarily be the responsibility of the local agency or the District for District-maintained traffic signals. The following documentation shall be included with the Property Damage Claim submitted to the OGC Claims Section by the Districts:

- The cost of repair/replacement: The Department may pay the local agency in full. However, payment may be less than the invoiced amount. For example, the Department may not pay every item on the local agency invoice because the TSMCA does not authorize it.
- The cost of traffic control, cleanup, and mobilization of repair crews, as well as the cost for engineering, crew supervision, and documentation.

### **1.2.2 Multiple Accountable Offices**

If more than one FDOT Office/Division has repaired Property Damage or replaced property resulting from the same incident, each affected entity must coordinate preparation of a single submittal of individual **Property Damage Claims** with the District TSM&O Engineer or designee. The single submittal should be forwarded to the OGC Claims Section.

### **1.2.3 Property Damage Claim Requirements**

Identify one individual who can substantiate damages and costs. This should be the individual who prepares the **Report of Repair and Certification of Funds Expenditure, Form No. 850-005-01**.

### **1.2.4 Property Damage Requiring a Contract**

If the Property Damage requires a contract to be created for required repairs or replacement, the accountable office must provide to the OGC Claims Section a single, unified report identifying a "bottom line" figure for all Department expenses related to the

incident including: CEI and any other direct costs related to the device repair or replacement per the TSMCA.

The repair costs reported shall be limited to those charges for repairing or replacing, related to the incident in question. Rates used will be those in effect at the time the Property Damage occurred.

### **1.2.5 Forward the Report of Repair and Certification of Funds Expenditure**

The District TSM&O Engineer or designee shall email one (1) copy of the Report of Repair and Certification of Funds Expenditure, Form No. 850-005-01, State Force and Contract Cost Documentation, Form No. 850-005-02 to the OGC Claims Administrator and Carbon Copy (“CC”) the Central Office (“CO”) Claims Administrator, the State TSM&O Program Engineer, the State Arterial Management Engineer, the TSM&O Program Development Engineer, and Freeway Management & Arterial Management Specialist III, unless otherwise specified, the forms listed in the 5 following sections must be included, where applicable:

#### **1.2.5.1 Department Form No. 850-005-01**

Per Department *Procedure 225-085-002 Submission and Recovery of Property Damage Claims*, Department *Form No. 850-005-01, Report of Repair and Certification of Funds Expenditure* is critical in the pursuit of Property Damage. This form provides certification of Department costs directly resulting from the incident. This form is mandatory for all *Property Damage Claims* and claims for damage to installed material.

#### **1.2.5.2 Department Form No. 850-005-02**

Per Department *Procedure 225-085-002 Submission and Recovery of Property Damage Claims*, Department *Form No. 850-005-02, State Force and Contract Cost Documentation* itemizes all Department expenses including payroll, benefits, and overhead; vehicle and equipment use; materials; and contract costs. The total for each section should appear on this form, even if reference is made to attachments. This form is mandatory for all *Property Damage Claims* where the Department has expended personnel time, vehicles, or materials to repair or replace the Property Damage or damage to installed material has been repaired or replaced by the Contractor. The following instructions and clarifications are provided to assist in completing this form.

##### **1.2.5.2.1 Cost to Replace Property Incurred Through a Contract**

If the cost to replace the property is incurred through a contract, then the contract price must be provided. If the property has not been replaced, but will be replaced in the future,

then the word “pending” should be used in place of the “Date Completed.”

### **1.2.5.2.2 Estimates**

Estimates are not acceptable. All claims shall be based on actual costs incurred by the requesting agency seeking reimbursement from the Department.

### **1.2.5.2.3 Work Completed by a Contractor**

If work is done by a contractor on a lump-sum basis, a breakdown shall be provided by the contractor to the accountable office. Insurance companies often require this documentation.

## **1.3 SUBMITTING SUBMISSION PACKAGE**

The Maintaining Agency shall submit the required documentation to the proper contact within the District as established by the District. The District TSM&O Engineer or designee shall review the completed forms and submit to the DTOE for signature. Once signed, the District TSM&O Engineer or designee shall follow the following submission procedures:

### **1.3.1 Sending a Submission Package to the CO Claims Department**

The submission package should only be sent to the CO Claims Department ([DOTClaimsReview@dot.state.fl.us](mailto:DOTClaimsReview@dot.state.fl.us)) if a Crash Report or equivalent is provided or the responsible party is identified. For Force Majeure events the same email list applies, excluding the CO Claims Department.

- Email the Claims Administrator:
  - CC: the Central Office (CO) Claims Administrator, the State TSM&O Program Engineer, the State Arterial Management Engineer, TSM&O Program Development Engineer, and Freeway Management and Arterial Management Specialist III.
    - For Force Majeure events, email the same list, but do not include the claims administrator.
- Include the following forms as one package in this order:
  - Form 850-005-01 – Report of Repair and Certification of Funds Expenditure.
  - Form 850-005-02 – State Force and Contract Cost Documentation.
  - TSMCA Form No. 750-010-22, Exhibit C or as revised in TSMCA Amendment Form No. 750-010-24 dated 04/23, (signed by District Traffic Operations Engineer (DTOE) or designee.
  - Copies of invoice(s) from local agency with supporting documentation:
    - Include timesheets if applicable. The more detailed claim documents are, the more likely they will be paid by insurers.

- Approved encumbrance or memorandum.
- Copy of the Police Report (if one exists):
  - Loss, Theft, or Vandalism Report, if one exists, along with any existing police report.
  - Report not applicable to Force Majeure events
- Submit photographs:
  - Provide color copies of damaged infrastructure and repair.
  - Take photographs from different angles of the damaged property.
  - Backup copies should remain with the photographer or District TSM&O Engineer or designee.
  - Photographs should include date and time pictures were taken.
- Work Order.

## **1.4 REQUEST FUNDING**

Details of the funding source must be addressed by the District TSM&O Engineer or designee by memorandum, unless Districts have an approved encumbrance which must be included with the Property Damage Claim.

- Email the TSM&O Program Development Engineer.
- Financial Project Identification (FPID) Number.
- Funding amount.
- CC the CO State TSM&O Program Engineer, the State Arterial Management Engineer, the District Work Program, Freeway Management and Arterial Management Specialist III, and/or the District TSM&O Engineer or designee.

## **1.5 REIMBURSEMENT**

### **1.5.1 Reimbursement to Agency**

The District TSM&O Engineer or designee should pursue reimbursement for all Property Damage when the costs incurred for repair or replacement exceed \$300.00.

- Verify funding is programmed and authorized in the correct FPID/Contract
- Utilize the existing reimbursement contract.
- Encumber reimbursement amount in Contract Funds Management (“CFM”).
- Update FDOT FACTS information to allow approval of encumbrance.
- Move the funds to status 10.
- Request invoice from the agency:
  - The invoice shall be on the agency letterhead for the total amount and include:
    - Contract Number.
    - Vendor Number.
    - FPID.

- Date of Incident.
- Incident Location.
- Dates Services Rendered from and to.
- Wait for official invoice to arrive and follow standard invoice procedures.
- Email any District Finance Forms, Exhibit C, and approved encumbrance to the District TSM&O Engineer or designee.
- Email Summary of Contractual Services form, Invoice and Exhibit C to the District TSM&O Engineer or designee.

## **1.6 ATTACHMENTS**

Attachment A – Staff Directory

Attachment B – Sample Completed Form

Attachment A  
Staff Directory



**Staff Directory**

- Central Office Staff Directory: [Link](#)
  - Contact the State Arterial Management Engineer for any questions
- District Contact Directory: [Link](#)
  - Please call the listed numbers and ask to be connected to the TSM&O division for any questions

**Attachment B**  
**Sample Completed Forms**

DocuSign Envelope ID: 6B0249EB-1CF9-476F-814F-2045C807A73E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REPORT OF REPAIR AND  
CERTIFICATION OF FUNDS EXPENDITURE**

BD-005-01  
MAINTENANCE  
05/17

MAINTENANCE  CONSTRUCTION  TRAFFIC OPERATIONS

FLORIDA TRAFFIC CRASH REPORT OR  
"INCIDENT" REPORT NO. N/A NONE SENT \_\_\_\_\_ DATE OF DAMAGE 6/27/2022

DATE REPAIR/REPLACEMENT BEGAN 6/27/2022 DATE COMPLETED 6/28/2022

PROPERTY REPAIRED/REPLACED Replaced traffic signal cabinet, controller, BIU's, MMU, load & detector switches

LOCATION [REDACTED]

DRIVER'S NAME, ADDRESS N/A

Damages are the result of lightning damage

OWNER'S NAME, ADDRESS N/A

DATE REPAIRS COMPLETED 06/28/2022

INTERSTATE  PRIMARY  TURNPIKE  OTHER TOLL BRIDGE NO. \_\_\_\_\_

DECLARATION OF EMERGENCY  EMERGENCY REPAIR  NON-EMERGENCY REPAIR

STATE FORCES;  CONTRACT;  MINI-CONTRACT; CONTRACT NO. ARW43

FINANCIAL PROJECT ID [REDACTED]

TOTAL FUNDS EXPENDED FOR REPAIR/REPLACEMENT \$ \$13,353.89

COST CENTER NUMBER [REDACTED]

I hereby certify that the information contained in this report  
and the documents attached are accurate to the best of my understanding.

[REDACTED]  
Maintenance/Resident/Traffic Operations Engineer

Sworn to and subscribed before me this 30th day of June, 2022 by  
[REDACTED] (name of affiant). He/She is personally known to me or has produced  
(type of identification) as identification.

State of Florida County of Manatee

\_\_\_\_\_  
(Notary's printed name) My commission expires \_\_\_\_\_

Distribution: Accident damage – 3 copies (original signatures and seals) to Office of General Counsel.  
The Office of General Counsel will provide a copy, with collected funds, to the Office of Comptroller.

Attachments: \_\_\_\_\_ Florida State Accident Report; \_\_\_\_\_ DOT Accident Report  
\_\_\_\_\_ Other Report  
 State Force Cost Documentation  
\_\_\_\_\_ Copy of contractor's invoice (original sent to Office of Comptroller)  
 Photographs of damage  
\_\_\_\_\_ Most recent bridge inspection report and post-accident inspection report  
 Additional explanation  
\_\_\_\_\_ Report of Bridge Accident

DocuSign Envelope ID: 6B0249EB-1CF9-476F-814F-2045C807A73E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE FORCE AND CONTRACT COST DOCUMENTATION

850-005-02  
MAINTENANCE  
07/17

FOREMAN

(For reporting repair of damage to state property or equipment or other state force work)

WORK PERFORMED Replacement of traffic signal cabinet DATE OF ACCIDENT 06/27/22 DATE OF REPAIRS 6/27/22 - 6/28/22  
 LOCATION [REDACTED] CRASH REPORT NO. N/A  
 STATE ROAD NO. [REDACTED] COUNTY [REDACTED] COST CENTER NO. [REDACTED]

LABOR COST:

Employee Name and Title	Hourly <sup>(1)</sup> Rate	Hours <sup>(2)</sup>	Amount
<u>[REDACTED] - Electrical Div. Supervisor (Overtime)</u>	<u>\$46.19</u>	<u>5.00</u>	<u>\$230.95</u>
<u>[REDACTED]</u>	<u>x</u>	<u>x</u>	<u>\$0.00</u>
<u>[REDACTED] - Electrician/Field Signal Tech. Level I (Overtime)</u>	<u>\$33.32</u>	<u>4.00</u>	<u>\$133.28</u>
<u>[REDACTED] - Electrician/Field Signal Tech. Level II (Overtime)</u>	<u>\$40.55</u>	<u>3.00</u>	<u>\$121.65</u>
<u>[REDACTED] - Electrician/Field Signal Tech. Level II</u>	<u>\$25.26</u>	<u>2.00</u>	<u>\$50.52</u>
<u>[REDACTED] - Electrician/Field Signal Tech. Level II (Overtime)</u>	<u>\$37.43</u>	<u>3.00</u>	<u>\$112.29</u>
<u>[REDACTED] - Electrical Trainee</u>	<u>\$17.25</u>	<u>2.00</u>	<u>\$34.50</u>
<u>[REDACTED] - Electrical Div. Supervisor</u>	<u>\$30.79</u>	<u>3.00</u>	<u>\$92.37</u>
<u>[REDACTED]</u>	<u>x</u>	<u>x</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>x</u>	<u>x</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>x</u>	<u>x</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>x</u>	<u>x</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>x</u>	<u>x</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>x</u>	<u>x</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>x</u>	<u>x</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>x</u>	<u>x</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>x</u>	<u>x</u>	<u>\$0.00</u>
		Sub-Total	<u>\$775.56</u>
Benefits = \$ _____ <sup>(3)</sup> x _____		(current factor)	<u>\$0.00</u>
Overhead = \$ _____ <sup>(3)</sup> x _____		(current factor)	<u>\$0.00</u>
No. Inmates _____ x _____ (hours) x _____		/hr (rate)	<u>\$0.00</u>
		LABOR COST:	<u>\$775.56</u>

(1) Divide bi-weekly rate by 80 (hours)  
 (2) Include overtime hours if applicable. Show exempt employees at actual hours, straight time.  
 (3) Enter above.

EQUIPMENT:

Type	DOT No.	(Miles/Hours)	Unit Cost
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
		EQUIPMENT COST:	<u>\$0.00</u>

MATERIALS:

Item	No.	Each
<u>Cubic TS2 TYPE1 Cabinet Type 6</u>	<u>1.00</u>	<u>\$12,578.43</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
		MATERIALS COST:

\$12,578.43

CONTRACT COST:

Item	No.	Each
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>\$0.00</u>
		CONTRACT COST:

\$0.00

TOTAL COST:

\$13,353.99

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

750-010-022  
TRAFFIC  
OPERATIONS  
DS16  
Exhibit C Page 1 of 1

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

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

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

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

Date and Time of Accident/Incident: 6/27/2022 @ 2030 hours – storm damage	
Location of Accident/Incident: [REDACTED]	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"><li>1. Attach pictures of damaged traffic signals and devices.</li><li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li><li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li></ol>	
Contract No.: [REDACTED]	
Project No.: [REDACTED]	
<b>Total Lump Sum Reimbursement Amount</b>	<b>\$13,353.99</b>

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.

[REDACTED] 7-7-22  
Maintaining Agency Date

[REDACTED] 7/26/2022 | 8:50 AM  
District Traffic Operations Engineer Date

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Invoice No. **71222**

**INVOICE**

**Charge to:**

Name FDOT  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Date 6/27/2022  
Item: Traffic Signal Cabinet  
Location: \_\_\_\_\_

Qty (hrs.)	Description	Unit Price	TOTAL
<b>LABOR</b>			
5	Electrical Supervisor (CW) - Overtime	\$ 46.19	\$ 230.95
4	Electrical Field Signal Service Tech Level I (JG) - Overtime	\$ 33.32	\$ 133.28
3	Electrician/Field Signal Tech. Level II (DB) - Overtime	\$ 40.55	\$ 121.65
2	Electrician/Field Signal Tech. Level II (KW)	\$ 25.26	\$ 50.52
3	Electrician/Field Signal Tech. Level II (FS) - Overtime	\$ 37.43	\$ 112.29
2	Electrical Trainee (BC)	\$ 17.25	\$ 34.50
3	Electrical Supervisor (CW)	\$ 30.79	\$ 92.37
			\$ -

**EQUIPMENT**

	Cubic TS2 TYPE1 Cabinet Type 6		\$ 12,578.43
			\$ -
			\$ -

**MATERIALS**

			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

How did damage occur?	Labor:	\$ 775.56
What work was being performed?	Supervision:	\$ -
Were there any witnesses?	Equipment:	\$ 12,578.43
	Materials:	\$ -
	<b>TOTAL</b>	<b>\$ 13,353.99</b>

Remit to:



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[REDACTED]

6/30/22

[REDACTED]

To whom it may concern:

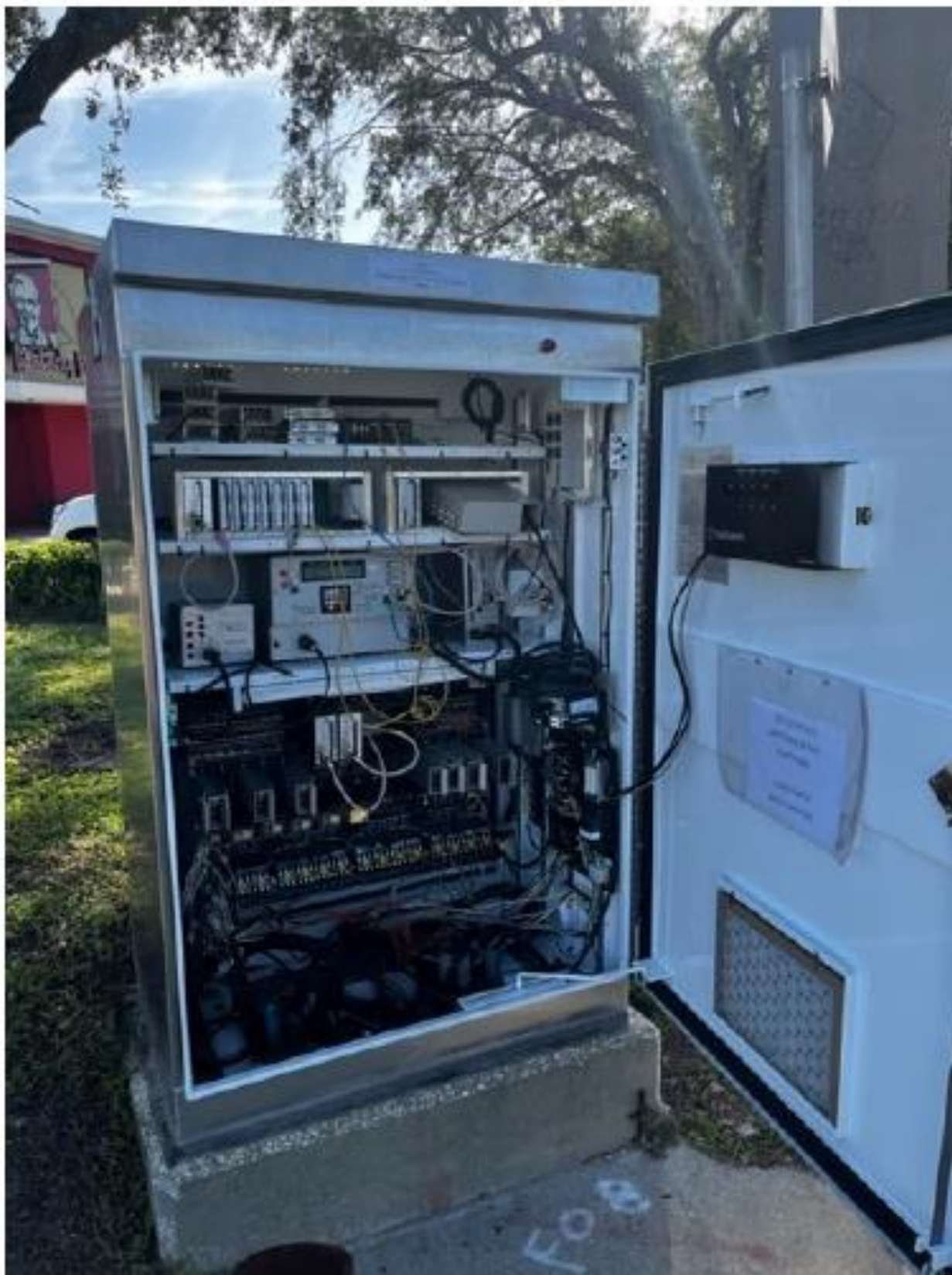
On Monday, June 27<sup>th</sup> 2022, at 2030 hours the intersection of [REDACTED] [REDACTED] went into flash during a thunderstorm. After multiple attempts to restore the intersection, I determined that the cabinet had suffered lightning damage after installing multiple pieces of replacement equipment without solving the problem. I then organized a crew to come in and replace the traffic signal cabinet. After the installation of the new cabinet, we were able to restore the intersection to its proper working state. The [REDACTED] [REDACTED] is seeking financial reimbursement for the labor and materials caused by this weather-related event. If you have any more questions, please feel free to reach out to me. My contact information is below.

Sincerely,

[REDACTED]





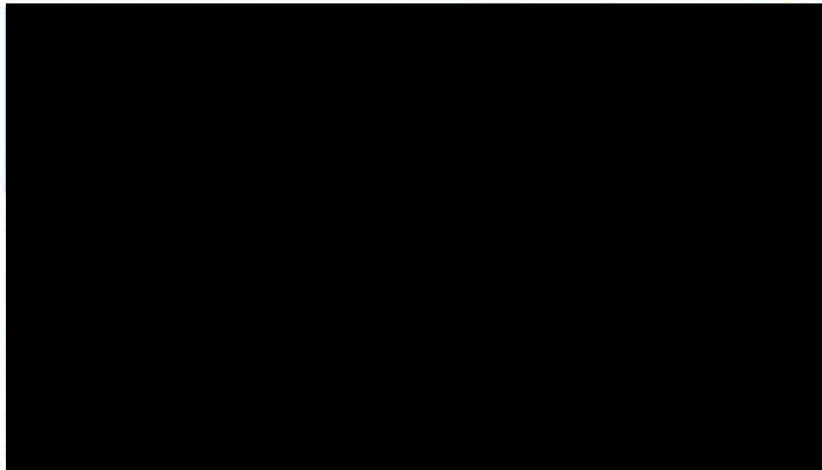




July 8, 2022, 8:33 am

## Traffic Light - #12224502

ELECTRICAL DIVISION - [REDACTED]



### Details

STATUS - Completed

PRIORITY - None

SUBMITTED BY - [REDACTED]

SUBMITTED THROUGH - [REDACTED]

FOLLOWERS - N/A

### Dates

DATE SUBMITTED - June 28, 2022, 8:11 am

Completed: 2022-06-28T15:39:04.771Z

DUE DATE - N/A

### Contact

NAME - N/A

EMAIL - N/A

PHONE - N/A

LOCATION - [REDACTED]  
CURRENTLY ASSIGNED TO - [REDACTED] in Electrical Division  
DESCRIPTION - CBSI

Message For: [REDACTED]

Taken 27-JUN-22 at 8:46PM by EAT

Delivered 27-JUN-22 at 8:48PM by EAT to [REDACTED]

Name: [REDACTED]

#: 9419329377

Address: at [REDACTED]

Re: traffic light is actually down in front of Wawa.

### Workflow

COMPLETE - June 28, 2022, 11:39 am

STEP NAME - Step Name

ASSIGNEE - [REDACTED]

DEPARTMENT - Electrical Division

DESCRIPTION - N/A

COMPLETE - June 28, 2022, 11:39 am

STEP NAME - Step 2

ASSIGNEE - [REDACTED]

DEPARTMENT - Electrical Division

DESCRIPTION - N/A

### Comments

There are no comments on this request yet.

### Change Log

Jun 28, 2022 8:11am Request was submitted  
Step 2 was created

Jun 28, 2022 8:23am Description: Message For: [REDACTED] Taken 27-JUN-22 at 8:46PM by EAT Delivered 27-JUN-22 at 8:48PM by EAT  
to: [REDACTED] Name: [REDACTED] Address: at [REDACTED]

DocuSign Envelope ID: 6B0249EB-1CF9-476F-814F-2045C807A73E

Print

██████████ Re: traffic light is actually down in front of Wawa. 'updated to 'CBSI Message For: ██████████  
Taken 27 JUN-22 at 8:46PM by EAT Delivered 27 JUN-22 at 8:48PM by EAT to ██████████  
----- Name: ██████████ Address: at ██████████ Re: traffic light is actually  
down in front of Wawa. '

Jun 28, 2022  
11:39am

Workflownode #35705196 completed at: 'Jun 28th, 2022 11:39am' set  
Workflownode #35705196 completed by: ██████████ et  
Step 2 completed at: 'Jun 28th, 2022 11:39am' set  
Step 2 completed by: ██████████ set  
Completed At: 'Jun 28th, 2022 11:39am' set  
Status: 'Submitted' updated to 'Completed'  
Responded At: 'Jun 28th, 2022 11:39am' set



**Client:**  
[Redacted]  
**Att:** [Redacted]

**CUBIC ITS**  
[Redacted]

**Reference:**  
Quote #: 2001-FL1070J4  
RE: Type 6 cabinet without plugins  
Date: January 15, 2020

**Your Trafficware Business Development Manager:**  
Contact: [Redacted]  
Cell Phone: [Redacted]  
Email: [Redacted]

**QUOTATION FOR GOODS AND SERVICES**  
Thank you for your quotation request. We are pleased to offer this quotation for goods and services as outlined under the terms and conditions noted below.

PART NUMBER	QTY	DESCRIPTION	\$ / EACH	\$ / TOTAL
70008-TS2/FLPP32-E2-WC38010100	1	FS2 TYPE 1 CABINET Type 6	\$12,578.43	\$12,578.43
50122-2000	1	ASSY_TS2_P44x28x88_LB16_L32_LED_PHOTO_RD		
10614-2000	1	ASSY_CABLE_ADAPTER_GPS16_9P-RJ45S		
			<b>Line Item</b>	<b>\$12,578.43</b>
			<b>Add'l</b>	
			<b>Net Amount</b>	<b>\$12,578.43</b>

**TERMS AND NOTES:**

**Terms:**

- QUOTE VALID FOR 90 DAYS.
- PRICES ARE IN US FUNDS.
- NET 30 DAYS.
- FREIGHT - FOB ORIGIN/FREIGHT INCLUDED
- TAXES ARE NOT INCLUDED. ALL ITEMS SUBJECT TO APPLICABLE TAXES. IF TAX EXEMPTION APPLIES PLEASE FURNISH NUMBER OR RESALE CERTIFICATE WITH PURCHASE ORDER.
- DELIVERY 60-90 DAYS AFTER RECEIPT OF ORDER, FOR STANDARD ITEMS. FOR NON STANDARD ITEMS PLEASE ADD AN ADDITIONAL 60 DAYS.
- THIS QUOTATION IS FOR EQUIPMENT ONLY. QUOTE DOES NOT INCLUDE TRAINING OR TURN-ON ASSISTANCE, UNLESS STATED IN QUOTE.

**Notes:**

- ADDTL. DISCOUNT ASSUMES THE PURCHASE OF THIS QUOTE AS A PACKAGE
- ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL.
- CREDIT APPROVAL DELAYS MAY ADVERSELY AFFECT STANDARD DELIVERY TIMES.
- CANCELLED ORDERS ON STANDARD ITEMS ARE SUBJECT TO A 25% RESTOCKING FEE. RESTOCKING FEE FOR CANCELLED ORDERS ON SPECIALTY ITEMS MAY BE HIGHER.
- ITEM NUMBERS FOR PSI PRODUCTS (A TRAFFICWARE COMPANY) BEGIN WITH "P" TO HELP OUR PSI CUSTOMERS DISTINGUISH PSI PARTS. THESE PARTS CAN BE ORDERED WITH OR WITHOUT USING THE "P" PREFIX.
- PLEASE MAKE OUT ALL PO'S TO CUBIC ITS, INC. AND SEND TO KRIS.MCCOY@CUBIC.COM

We appreciate the opportunity to provide this quotation!

**COMPLIANCE:**  
Customer represents and warrants that, in connection with the marketing, sales, and distribution of Trafficware Products, customer has complied and will comply with all applicable laws, including but not limited to: (1) anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act) that prohibit directly or indirectly giving, offering, promising, requesting or accepting anything of value for the corrupt purpose of gaining a commercial benefit or advantage; and (2) U.S. export control and sanctions laws that regulate the disposition of U.S. -origin goods, software, and technology.