

Approved:

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Department of Transportation

## TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION 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, Office of Inspector General, District Traffic Operations Office, Office of Work Program and Budget, District Work Program Office, District Financial Services Office, 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*** and ***Exhibit A***.

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT** - 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 legally binding instrument in the **Traffic Signal Maintenance and Compensation Agreement** that identifies a list of “Traffic Signals and Devices” included for reimbursement to maintain and operate these devices on State Highway System by the Maintaining Agency. Exhibit A shall be updated annually.

**TRAFFIC SIGNALS AND DEVICES** - An installed assembly of an electrical, or electronically operated, traffic signal control equipment as defined in **Part 4 of the Manual on Uniform Traffic Control Devices (MUTCD)**, installed at a single intersection or location, or in the case of signal systems, a series of intersections or locations on the State Highway System. A signal assembly includes all display hardware, detection (including travel time detectors), logic, timing equipment, poles/mast arms, and miscellaneous hardware to make a complete signal installation. An Intersection Control Beacon is a highway traffic signal with signal sections directed toward each approach to an intersection that operates in a flashing mode. Signal systems include, in addition to signal assemblies, control center equipment, on-street masters, the communications network, and related equipment necessary to complete the signal system.

## **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. Accordingly, each traffic signal and device on the State Highway System must be included in an executed **Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22**.

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**. It shall remain valid and need not be replaced by **Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22** unless the Maintaining Agency is to receive compensation or requests the change. To add 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.

- 1.2 **Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22** shall be used to enter into an agreement for maintenance and continuous operation of Traffic Signals and Devices on the State Highway System.

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** shall be executed with each Maintaining Agency where one or more traffic signals and devices exist on the State Highway System.

- 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 provide 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 Exhibit C to be executed on an as-needed basis, shall be that of the District Traffic Operations Engineer or authorized designee.

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

- (1) Coordinating the proper execution of the Agreement with the Maintaining Agency;
- (2) Coordinating review and approval by District General Counsel;
- (3) Signature by the District Secretary or authorized designee; and
- (4) Distribution of the executed **Agreement** to all parties (one (1) copy

district files, one (1) copy to the Maintaining Agency).

- (5) Administration of overall Traffic Signal Maintenance and Compensation Agreement Program as described herein.
- (6) Notify the State Traffic Operations Engineer for 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** – The Department will contract with the Maintaining Agency to perform the maintenance and operation of traffic signals and devices. The Maintaining Agency will be compensated for maintenance and continuous operations of the devices listed in Exhibit A and amounts 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 develop a list of all traffic signals and devices that are on the State Highway System each year, using ***Exhibit A*** of the ***Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22.*** The completed ***Exhibit A***, including the total amount requested, must be sent to the District Traffic Operations Offices by August 15 of each year for approval and must be executed prior to July 1 for each future fiscal year funding. 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.

Also, an invoice for the previous year approved ***Exhibit A*** will be submitted at this time so payment can be made by June 30. The annual reimbursement cost per traffic signal and device is based on the value criteria in ***Exhibit B***, of the ***Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22.***

**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 The maintenance and operation of computerized traffic signals and devices involving central site hardware/software should not require special treatment.
- 4.2. Damage Reimbursement Process is available from the Central Office and the District Offices 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 of Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22.***
- 4.3 Refer to the ***Traffic Signal Maintenance and Compensation Agreement, Form No. 750-010-22*** for terms of the agreement with Maintaining Agencies.

#### 5. TRAINING

None required.

#### 6. FORMS

The following 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.***