

<b>Agency: City of Orlando</b>	<b>Fund: DS      Function: 215</b>	<b>Financial Management No.:</b>
<b>Vendor No.: F596000396-071</b>	<b>Contract Amount: \$400,000.00</b>	<b>439074-1-58-01</b>
<b>Contract No:</b>		<b>FLAIR Approp: 088716</b>
		<b>FLAIR Obj.: 751000</b>
		<b>Org. Code: 55054010508</b>

**JOINT PARTICIPATION AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE CITY OF ORLANDO**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF ORLANDO**, a Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT),

**WITNESSETH:**

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is attached hereto as Exhibit "E" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Traffic Signal Upgrades", in Fiscal Year 2015/2016, said Project being known as FM #439074-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

**1. TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by September 30, 2016 in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, 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 LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT.

**2. SERVICES AND PERFORMANCES**

A. The LOCAL GOVERNMENT shall commence and complete the Project as described in Exhibit "A", Scope of Services, attached hereto and by this reference made a part hereof, with all practicable dispatch, in a sound, economical and efficient manner, and in accordance with the provisions hereof, and all practicable laws.

B. The LOCAL GOVERNMENT shall utilize LOCAL GOVERNMENT non-consultant in-house staff to provide installation services for this Project. The LOCAL GOVERNMENT has provided and the DEPARTMENT has accepted the LOCAL GOVERNMENT'S in-house staff hour estimates that establish that it will be more cost effective to utilize non-consultant in-house staff services than to use competitively bid services. The LOCAL GOVERNMENT understands that the LOCAL GOVERNMENT will not be reimbursed for installation costs.

C. The LOCAL GOVERNMENT shall utilize LOCAL GOVERNMENT non-consultant in-house staff to provide CEI services for this Project.

D. The LOCAL GOVERNMENT shall notify the DEPARTMENT upon completion of the installation of the equipment purchased herein. The completed Project shall be inspected by the DEPARTMENT to confirm that the equipment has been installed.

E. An employee of the LOCAL GOVERNMENT or designee, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of this project.

F. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT 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 being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

G. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT 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 as Exhibit "D". 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.

H. Upon completion of the Project, the LOCAL GOVERNMENT shall be responsible for the perpetual maintenance of the facilities constructed under this agreement.

### **3. COMPENSATION AND REIMBURSEMENT**

A. Project Cost: The total estimated cost of the Project is **\$400,000.00 (Four Hundred Thousand Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit A – Scope of Services. This amount is based on the Method of Compensation, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT in an amount not to exceed **\$400,000.00 (Four Hundred Thousand Dollars and No/100)** for the actual project costs incurred, excluding LOCAL GOVERNMENT overhead.. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation.

C. The LOCAL GOVERNMENT 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, identified as Project Number 439074-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Scope of Services. Deliverables must be received and accepted in writing by the Department’s Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be

supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (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 LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT 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.

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

K. Records of costs incurred under 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 (5) 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 LOCAL GOVERNMENT'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. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. The vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

M. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“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 one (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 \$25,000.00 and which have a term for a period of more than one (1) year.”

N. The DEPARTMENT’S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

#### **4. COMPLIANCE WITH LAWS**

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

## **5. TERMINATION AND DEFAULT**

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

## **6. MISCELLANEOUS**

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT, 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. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list 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.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and



ii) The LOCAL GOVERNMENT shall expressly require any contractors 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/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

**Points of Contact:**

**DEPARTMENT**

Teresa R. Hutson  
Program Coordinator  
719 South Woodland Boulevard, M.S. 4-520  
DeLand, Florida 32720-6834  
PH: (386) 943-5486  
[teresa.hutson@dot.state.fl.us](mailto:teresa.hutson@dot.state.fl.us)

Jeremy Dilmore, P.E.  
ITS Project Manager  
MS 3-562  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834  
PH: (386) 943-5360  
[jeremy.dilmore@dot.state.fl.us](mailto:jeremy.dilmore@dot.state.fl.us)

**LOCAL GOVERNMENT**

Benton StJ Bonney, P.E.  
Transportation Systems Manager  
City of Orlando  
City Hall, 8<sup>th</sup> Floor  
400 South Orange Avenue  
Orlando, Florida 32802-4990  
PH: (407) 246-3626  
[Benton.bonney@cityoforlando.net](mailto:Benton.bonney@cityoforlando.net)

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016, and the DEPARTMENT has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF ORLANDO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

As approved by the Council on:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Legal Review:

\_\_\_\_\_

City Attorney

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Name: Frank J. O'Dea, P.E.

Title: Director of Transportation Development

Attest:

\_\_\_\_\_

Executive Secretary

Legal Review:

\_\_\_\_\_

Financial Provisions Approval by  
the Office of the Comptroller on:

Authorization Received from the Office of  
the Comptroller as to Availability of Funds:

\_\_\_\_\_

## Exhibit “A”

### SCOPE OF SERVICES Financial Management Number: 439074-1-58-01

The City of Orlando will be using in-house force to swap out parts of existing controllers at specified locations (listed below). The change out will prolong the life of the controller and allow for the collection of detailed traffic data. This data can be used by system operators to more efficiently adjust signal timing and hereby more effectively serve its users. Confirmation of the effect of the modifications will be obtained via existing and newly installed CCTV which are also part of the project.

#### Locations and Cost Estimate:

Nr	Location	On SHS	Ethernet Controller	CCTV	Controller Unit Cost	MMU Unit Cost	CCTV Unit Cost	Controller Cost	CCTV Cost
644	Alden Rd & Rollins St	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
39	Amelia St & Bumby Av	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
208	Amelia St & Maguire Bv	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
711	Anderson St & I-4 Off Rp W	1	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
746	Bennett Rd & Bobolink Ln	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
192	Bennett Rd & Corrine Dr	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
210	Bennett Rd & Maguire Bv	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
631	Bent Pine Dr & Semoran Bv	1	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
125	Briercliff Dr & Delaney Av	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
126	Briercliff Dr & Mills Av	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
127	Briercliff Dr & Summerlin Av	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
154	Bruton Bv, L B McLeod Rd & Vineland Rd	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
64	Bumby Av & Colonial Dr	1	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
64	Bumby Av & Colonial Dr	1	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
46	Bumby Av & Concord St	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
193	Bumby Av & Corrine Dr	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
324	Bumby Av & Curry Ford Rd	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
325	Bumby Av & Gore St	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
326	Bumby Av & Kaley St	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
47	Bumby Av & Livingston St	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
48	Bumby Av & Robinson St	1	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
706	Business Center Bv, Harwood St & John Y	1	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
689	Cargo Rd & Goldenrod Rd	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
49	Central Bv & Primrose Dr	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
510	Cinderlane Pwy & Orange Blossom Trail	1	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
526	Clarcona-Ocoee Rd & Orange Blossom Tr	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
173	Clay Av & Par St	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
464	Common Way & Corrine Dr	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
684	Conroy Rd & Eastgate Dr	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
668	Conroy Rd & I-4 East	1	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
735	Conroy Rd & I-4 West	1	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
584	Conroy Rd & Kirkman Oaks - Turkey Lake	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
731	Conroy Rd & Middlebrook Rd	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
665	Conroy Rd & Millenia Bv	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
683	Conroy Rd & Water Garden Dr	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
686	Conservatory Ln & Millenia Bv	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
327	Conway Gardens Rd & Curry Ford Rd	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
331	Conway Rd & Curry Ford Rd	1	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
621	Corrine Dr & Forrest Av	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
195	Corrine Dr & General Rees Av	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
196	Corrine Dr & Winter Park Rd	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
328	Crystal Lake Dr & Curry Ford Rd	0	1		\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -

237	Crystal Lake Dr & Robinson St	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
622	Currin Dr & Hiawassee Rd (OFD#12)	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
128	Curry Ford Rd & Fern Creek Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
333	Curry Ford Rd & Gaston Foster Rd	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
223	Dahlia Dr & Semoran Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
424	Dartmouth St & Edgewater Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
275	Delaney Av & Gore St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
129	Delaney Av & Kaley St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
252	Delaney Av & Kinneret (516 Block)	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
277	Delaney Av & Pineloch Av, Osceola Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
267	Division Av & Kaley St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
540	Dixie Belle Dr & Lake Margaret Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
224	Dixie Belle Dr & Michigan St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
225	Dixie Belle Dr & Pershing Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
467	Eagle Wy & Edgewater Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
425	Edgewater Dr & Hazel St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
426	Edgewater Dr & Maury Rd	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
432	Edgewater Dr & Par St	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
427	Edgewater Dr & Princeton St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
428	Edgewater Dr & Smith St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
429	Edgewater Dr & Vassar St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
430	Edgewater Dr & Winter Park St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
431	Edgewater Dr & Yale St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
454	Eunice Av & Silver Star Rd	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
226	Fairgreen St & Maguire Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
238	Fashion Sq & Maguire Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
130	Fern Creek Av & Kaley St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
200	Fern Creek Av & Virginia Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
201	Forest Av & Nebraska St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
175	Formosa Ave & Par St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
227	Gatlin Av & Semoran Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
229	Goldenrod Rd & Hoffner Av	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
688	Goldenrod Rd & Leevista Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
747	Goldenrod Rd & Marketplace Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
693	Goldenrod Rd & SR 528 EB	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
694	Goldenrod Rd & SR 528 WB	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
148	Goldwyn Av & Orange Center Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
141	Gore St & Orange Center Bv, Tampa Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
255	Gore St & Parramore Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
255	Gore St & Parramore Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
330	Gore St & Primrose Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
136	Gore St & Rio Grande Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
256	Gore St & Westmoreland Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
544	Grant St & Semoran Blvd	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
54	Hampton Av & Livingston St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
178	Harrison Av & Princeton St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
232	Hazeltine National Dr & Semoran Bv (SR	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
749	Hiawassee Rd & Hunterdon Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
682	Hiawassee Rd & Lake Debra Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
732	Hiawassee Rd & Mardell Ct	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
390	Hiawassee Rd & Metrowest Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
389	Hiawassee Rd & Raleigh St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
581	Hiawassee Rd & Westpointe Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
179	Highland Av & Marks St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
231	Hoffner Av & Semoran Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
56	Howard Jr High X Walk & Robinson St	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
155	John Young Pwy & LB McLeod Rd	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
519	John Young Py & Lee Rd, N OBT	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
131	Kaley St & Mills Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
132	Kaley St & Summerlin Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
393	Kirkman Rd & Major Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
233	La Costa Dr & Semoran Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
234	Lake Margaret Dr & Semoran Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
245	Leevista Bv & Semoran Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
21	Livingston St & Magnolia Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -

236	Livingston St & Maguire Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
58	Livingston St & Primrose Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
23	Livingston St & Rosalind Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
239	Maguire Bv & Woodcock Rd	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
725	Metrocenter Bv & Metrowest Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
676	Metrowest Bv & Wilshire Rd	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
240	Michigan St & Semoran Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
708	Millenia Bv & Millenia Lakes Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
691	Millenia Bv & Millenia Plaza Wy	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
692	Millenia Bv & Super Target Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
685	Millenia Bv & Topiary Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
630	Ohio Av & Orange Center Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
243	Pershing Av & Semoran Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
62	Primrose Dr & Robinson St	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
169	Princeton St & Rio Grande Av	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
170	Princeton St & Westmoreland Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
171	Rio Grande Av & Smith St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
244	Semoran Bv & Stonewall Jackson Rd	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
352	Semoran Bv & T G Lee Bv, Frontage Rd	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
632	Semoran Bv & Turnbull Dr	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
528	Semoran Bv & Yew Dr	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
172	Smith St & Westmoreland Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ 2,525	\$ -
166	Orange Blossom Tr & Silver Star Rd	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
746	Bennett Rd & Bobolink Ln	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
154	Bruton Bv, L B McLeod Rd & Vineland Rd	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
64	Bumby Av & Colonial Dr	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
324	Bumby Av & Curry Ford Rd	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
510	Cinderlane Pwy & Orange Blossom Trail	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
665	Conroy Rd & Millenia Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
196	Corrine Dr & Winter Park Rd	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
223	Dahlia Dr & Semoran Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
467	Eagle Wy & Edgewater Dr	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
426	Edgewater Dr & Maury Rd	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
427	Edgewater Dr & Princeton St	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
688	Goldenrod Rd & Leevista Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
732	Hiawassee Rd & Mardell Ct	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
390	Hiawassee Rd & Metrowest Bv	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
155	John Young Pwy & LB McLeod Rd	0	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
519	John Young Py & Lee Rd, N OBT	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
240	Michigan St & Semoran Bv	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
352	Semoran Bv & T G Lee Bv, Frontage Rd	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
632	Semoran Bv & Turnbull Dr	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
735	Conroy Rd & I-4 West	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
683	Conroy Rd & Water Garden Dr	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000
48	Bumby & Robinson	1	1	\$ 1,600.00	\$ 925.00	\$ 2,999.95	\$ -	\$ 3,000

**Descriptions:**

**Controller** = 980 NEMA - KIT, FACEPLTE UPGRAD, v61.x, 2-PORT,Enet, Trafficware part number # 10418-2001; cost per Brevard County Contract Hardware Line 12

980 TS2 Type 2 Controller Power Supply; cost per Brevard County Contract Hardware Line 169

**MMU** = Trafficware 516L MMU LCD w/Ethernet. Cost per Seminole County IFB-601635-13 Group 1, Line 5

**CCTV** = Bosch 825-ECEV-ETS Outdoor Dome IP camera, High Definition, built in H.264 Encoder with three independent streams (two-H.264, one motion JPEG), 20X optical zoom, with image stabilization Day/Night Mode, NTCIP with Candy Cane Mount, interface, and power supply. Cost per Seminole County IFB-601635 Groups 2A and 3, Line 10

## **Exhibit “B”**

### **METHOD OF COMPENSATION** **Financial Management Number: 439074-1-58-01**

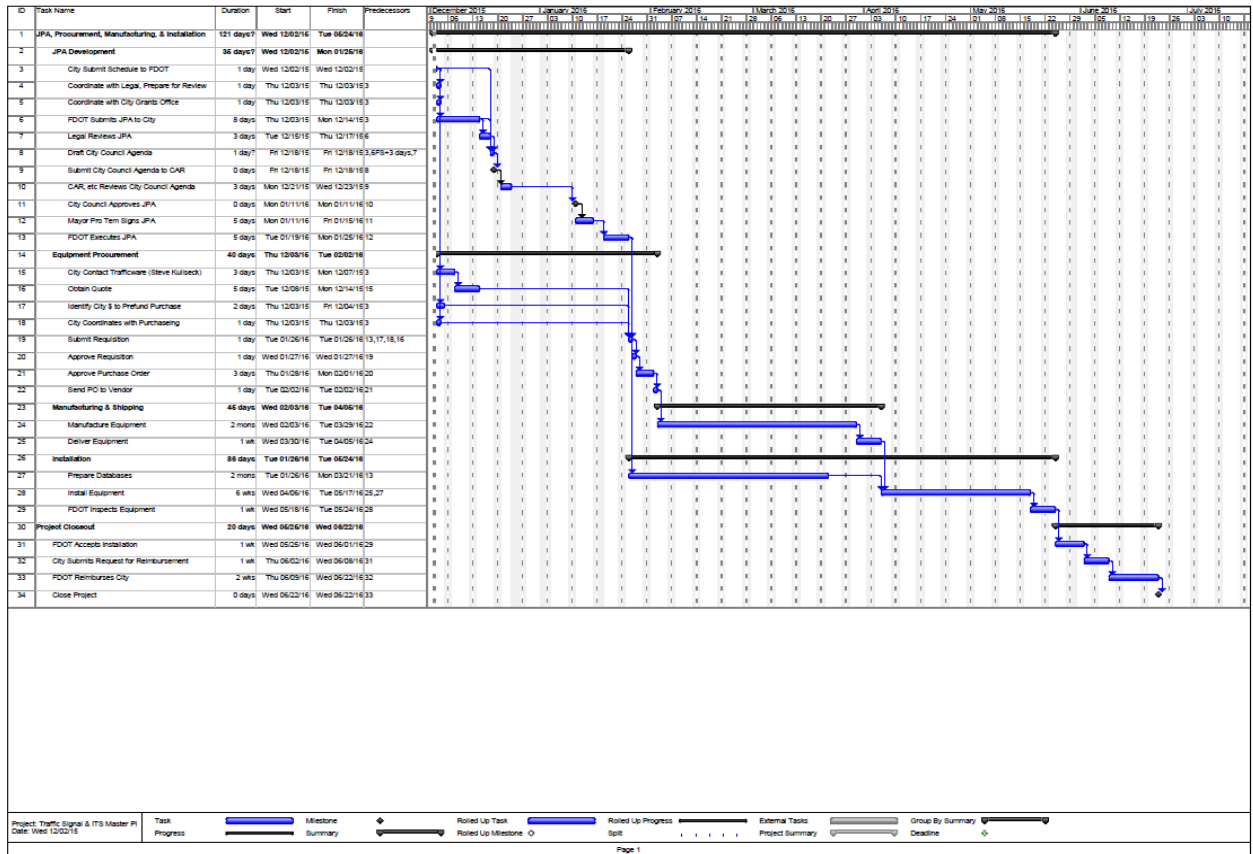
For satisfactory completion of all services detailed in Exhibit “A” (Scope of Work) of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **\$400,000.00 (Four Hundred Thousand Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

## Exhibit "C"

# ESTIMATED PROJECT PRODUCTION SCHEDULE

## Financial Management Number: 439074-1-58-01



**Exhibit "D"**

**NOTICE OF COMPLETION**

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
and THE CITY OF ORLANDO

PROJECT DESCRIPTION: Traffic Signal Upgrades

FINANCIAL MANAGEMENT ID# 439074-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit “E”**

**RESOLUTION**

**Financial Management Number: 439074-1-58-01**