

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07-10-2018

Contract/Lease Control #: C18-2706-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FDOT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/26/2018

Expiration Date: 06/30/2020

Description of  
Contract/Lease: JPA-ADVANCED TRAFFIC MANAGEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: _____	Tracking Number: <u>3034-18</u>
Procurement/Contractor/Lessee Name: <u>JPA</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Advanced Traffic Management</u>	
Date/Term: <u>6-30-2020</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000
Amount: <u>377,497.00</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Department: <u>PW</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Dept. Monitor Name: <u>Auky</u>	

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

[Signature] Date: 6-12-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

**2CFR Compliance Review (if required)**

Approved as written: no federal funds

\_\_\_\_\_  
Grants Coordinator Danielle Garcia Date: \_\_\_\_\_

**Risk Management Review**

Approved as written:

[Signature] Date: 6/12/18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached

\_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 9-12-18

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:

\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

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**From:** Greg Stewart  
**Sent:** Monday, June 11, 2018 5:41 PM  
**To:** Scott Bitterman; DeRita Mason  
**Subject:** RE: Internal Coordination

Approved by legal

Gregory T. Stewart  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** Scott Bitterman  
**Sent:** Monday, June 11, 2018 4:25 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Greg Stewart <gstewart@myokaloosa.com>  
**Subject:** Internal Coordination

Please run internal coordination for the attached item. We knew this was coming and FDOT unfortunately could not get it to us quicker.

Greg Stewart has already reviewed. I'll forward his approval Email when I get it.

Financial Project Number(s): 439966-1-58-01  
Contract No.: ASA70  
COUNTY: OKALOOSA

**JOINT PARTICIPATION AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**OKALOOSA COUNTY**

This AGREEMENT is between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, with offices at 1074 Highway 90 East, Chipley, FL 32428 (the "DEPARTMENT"), and the **OKALOOSA COUNTY**, a political subdivision of the State of Florida, with offices at 1759 South Ferdon Boulevard, Crestview, Florida 32536 (the "COUNTY"). The DEPARTMENT and the COUNTY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

**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 Parties are desirous of having the COUNTY expand the footprint of the Okaloosa County Regional Advanced Transportation Management System (ATMS) to include the signalized intersections at of Cody Avenue at Hurlburt Field and Florosa School, under Financial Project Number 439966-1-58-01, which is further described on Exhibit "A" – Scope of Services, attached hereto and made a part hereof (the "PROJECT"); and

WHEREAS, the PROJECT is on the State Highway System, is not revenue producing and is contained in the adopted work program; and

WHEREAS, the DEPARTMENT is prepared to reimburse the COUNTY for the actual costs of the PROJECT in an amount up to but not to exceed **THREE HUNDRED SEVENTY-SEVEN THOUSAND, FOUR HUNDRED NINETY-SEVEN AND 00/100 DOLLARS (\$377,497.00)** that has been allocated in the fiscal year 2018; and

WHEREAS, the implementation of this PROJECT is in the best interest of both Parties and it would be most practical, expeditious, and economical for the COUNTY to perform services to complete the PROJECT;

WHEREAS, the intent of this AGREEMENT is to establish the terms and conditions of the funding and production of this PROJECT; and

WHEREAS, the COUNTY, by resolution number 18-130, dated June 19, 2018, a copy of which is attached hereto as Exhibit "D" and made a part hereof, has authorized the

County \_\_\_\_\_ to enter into this AGREEMENT.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, the Parties agree as follows:

**1 – TERM:**

- A. This AGREEMENT shall begin upon full execution by both Parties and the COUNTY shall complete the PROJECT on or before **June 30,2020**. If the COUNTY does not complete the PROJECT within this time period, 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 COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this AGREEMENT. Expiration of this AGREEMENT will be considered termination of the PROJECT. The COUNTY acknowledges that no reimbursements for the actual costs of the PROJECT will be provided by the DEPARTMENT under this AGREEMENT for work performed on the PROJECT that is not timely completed and invoiced in accordance with the terms of this AGREEMENT, for work performed prior to full execution of this AGREEMENT, or for work performed after expiration of this AGREEMENT. Notwithstanding the foregoing, the COUNTY shall remain obligated to complete all aspects of the PROJECT identified in this AGREEMENT in accordance with its terms, unless otherwise agreed by the Parties in writing.

**2 – SERVICES AND PERFORMANCE:**

- A. The COUNTY 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 and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

**3 – AMENDMENTS, EXTENSIONS AND ASSIGNMENT:**

- A. This AGREEMENT may be amended or extended upon mutual written agreement of the Parties.
- B. This AGREEMENT shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT.

**4 – TERMINATION OR SUSPENSION OF PROJECT:**

- A. The DEPARTMENT may, by written notice to the COUNTY, suspend any or all of the DEPARTMENT'S obligations under this AGREEMENT for the COUNTY'S failure to comply with applicable laws or the terms of this AGREEMENT until such time as the event or condition resulting in such suspension has ceased or been corrected. The DEPARTMENT may also terminate this AGREEMENT, in whole or in part, at any time the interest of the DEPARTMENT requires such termination.

1. If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT shall notify the COUNTY of such termination in writing within thirty (30) days of the DEPARTMENT'S determination to terminate this AGREEMENT, with instructions as to the effective date of termination or to specify the stage of work at which the AGREEMENT is to be terminated.
2. The Parties may also terminate this AGREEMENT when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
3. If this AGREEMENT is terminated before performance is completed, the COUNTY shall be reimbursed only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress on the DEPARTMENT right-of-way will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.
4. Upon termination of this AGREEMENT, the COUNTY shall, within thirty (30) days, refund to the DEPARTMENT any funds determined by the DEPARTMENT to have been expended in violation of this AGREEMENT.

#### **5 – PROJECT COST:**

- A. The estimated cost of the PROJECT is 377,497.00.
- B. The DEPARTMENT agrees to reimburse the COUNTY for the actual costs of the PROJECT in an amount up to but not to exceed THREE HUNDRED SEVENTY-SEVEN THOUSAND, FOUR HUNDRED NINETY-SEVEN AND 00/100 DOLLARS (\$377,497.00). The method of compensation is more fully described in Exhibit "B" – Method of Compensation, attached hereto and made a part hereof. The COUNTY agrees to bear all expenses in excess of the aforementioned amount, including any cost overruns or deficits incurred in connection with completion of the PROJECT.

#### **6 – COMPENSATION AND PAYMENT:**

- A. The DEPARTMENT shall reimburse the COUNTY for actual costs of the PROJECT, as further described in Exhibit "A".
- B. The COUNTY 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 and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

- C. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable, and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager prior to payments. Requests for reimbursements by the COUNTY shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the DEPARTMENT. The COUNTY shall use the format for the invoice and progress report that is approved by the DEPARTMENT.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY 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" was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment "F" – Contract Payment Requirements.
- E. There shall be no reimbursement for travel expenses under this AGREEMENT.
- F. 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, or the DEPARTMENT'S Comptroller under Section 334.044(29), Florida Statutes. If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY 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 COUNTY will not be reimbursed to the extent of the non-performance. The COUNTY will not be reimbursed until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the unpaid reimbursement request(s) during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds shall be forfeited at the end of the AGREEMENT'S term.
- G. The COUNTY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days from the DEPARTMENT'S receipt of the invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved. 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 COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY 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.

- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. The COUNTY shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the 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 COUNTY'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.
- J. Upon request, the COUNTY agrees to provide progress reports to the DEPARTMENT in the standard format used by the DEPARTMENT 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 and of details thereof.
- K. If, after completion of the PROJECT, any claim is made by the DEPARTMENT resulting from an audit or for work or services performed pursuant to this AGREEMENT, the DEPARTMENT may offset such amount from payments due for work or services done under any agreement which it has with the COUNTY owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.
- L. The COUNTY must submit the final invoice on the PROJECT to the DEPARTMENT within one hundred twenty (120) days after completion of the PROJECT. Invoices submitted after the 120-day time period may not be paid.
- M. In the event this AGREEMENT is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 such 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 1 year, but any contract so made shall be executory only for the value of 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 1 year.”

- N. The DEPARTMENT'S obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- O. This AGREEMENT does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.
- P. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the COUNTY in violation of this AGREEMENT or any other applicable law or regulation, shall be promptly refunded in full to the DEPARTMENT. Acceptance by the DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the COUNTY files shall not constitute a waiver of the DEPARTMENT'S rights as the funding agency to verify all information at a later date by audit or investigation.
- Q. In determining the amount of the payment, the DEPARTMENT will exclude all costs incurred by the COUNTY prior to the execution of this AGREEMENT, costs incurred after the expiration of this AGREEMENT, costs which are not provided for as described in this AGREEMENT, costs agreed to be borne by the COUNTY or its contractors and subcontractors for not meeting the terms of this AGREEMENT, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the DEPARTMENT.

**7 – GENERAL REQUIREMENTS:**

- A. The COUNTY shall complete the PROJECT with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this AGREEMENT and all applicable laws.
- B. The COUNTY shall comply and require its contractors and subcontractors to comply with all terms and conditions of this AGREEMENT and all federal, state, and local laws and regulations applicable to the PROJECT.

- C. The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT by the COUNTY'S contractors and consultants. No funds will be provided for payment of claims or additional work on the PROJECT under this AGREEMENT without the prior written approval of the claim or request for additional work by the DEPARTMENT.
- D. The COUNTY shall notify the DEPARTMENT in writing upon completion of the PROJECT, the form of which is attached hereto as Exhibit "C" – Notice of Completion.
- E. The COUNTY:
1. 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 COUNTY during the term of the AGREEMENT; and
  2. Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT 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 subcontractor during the term of the AGREEMENT.
- F. The COUNTY 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 COUNTY in conjunction with this AGREEMENT. Specifically, if the COUNTY is acting on behalf of a public agency, the COUNTY shall:
1. Keep and maintain public records required by the DEPARTMENT to perform the service.
  2. Upon request from the DEPARTMENT'S custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT'S term and following completion of the AGREEMENT if the COUNTY does not transfer the records to the DEPARTMENT.
  4. Upon completion of the AGREEMENT, transfer, at no cost, to the DEPARTMENT all public records in possession of the COUNTY or keep and maintain public records required by the DEPARTMENT to perform the service. If the COUNTY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the COUNTY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNTY keeps and maintains public records upon completion of the AGREEMENT, the COUNTY shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the DEPARTMENT, upon request from DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

- G. If the COUNTY has questions regarding the application of chapter 119, Florida Statutes, to the COUNTY'S duty to provide public records relating to this agreement, contact the custodian of public records at:

District 3

850-330-1391

[D3prcustodian@dot.state.fl.us](mailto:D3prcustodian@dot.state.fl.us)

Florida Department of Transportation

District 3 – Office of General Counsel

1074 Highway 90 East

Chipley, FL 32428

- H. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The COUNTY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COUNTY and shall promptly provide the DEPARTMENT a copy of the COUNTY'S response to each such request.

#### **8 – CONTRACTS OF THE COUNTY:**

- A. The DEPARTMENT has the right to review and approve any and all third party contracts with respect to the PROJECT before the COUNTY executes any contract or obligates itself in any manner requiring the disbursement of DEPARTMENT funds under this AGREEMENT, including consultant or construction contracts or amendments thereto. If the DEPARTMENT exercises this right and the COUNTY fails to obtain such approval, the DEPARTMENT may deny payment to the COUNTY. The DEPARTMENT may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the Parties that participation by the DEPARTMENT in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the COUNTY complying in full with the provisions of Chapter 287.057, Florida Statutes. The COUNTY shall certify to the DEPARTMENT that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the COUNTY to ensure that any obligations made in accordance with this Section comply with the current threshold

limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the maximum participation amount in this AGREEMENT must be approved by the DEPARTMENT prior to COUNTY execution. Failure to obtain such approval, and subsequent execution of an amendment to the AGREEMENT, if required, shall be sufficient cause for nonpayment by the DEPARTMENT.

- C. Participation by the DEPARTMENT in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the COUNTY'S complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the COUNTY shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- D. If the PROJECT is procured pursuant to Chapter 255 for construction services and at the time of competitive solicitation for the PROJECT, 50 percent or more of the cost of the PROJECT is to be paid from state-appropriated funds, then the COUNTY must comply with the requirements of Section 255.0991, Florida Statutes.
- E. The COUNTY agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**9 – CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:**

- A. In the event the PROJECT includes construction, the following provisions are incorporated into this AGREEMENT:
  - 1. The COUNTY is responsible for obtaining any and all permits necessary for the PROJECT.
  - 2. In the event the PROJECT involves construction on the DEPARTMENT'S right-of-way, the COUNTY shall provide the DEPARTMENT with written notification of either its intent to:
    - i. Award the construction of the PROJECT to a DEPARTMENT prequalified contractor which is the lowest and best bidder in accordance with the applicable state and federal statutes, rules, and regulations. The COUNTY shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
    - ii. Construct the PROJECT utilizing existing COUNTY employees, if the COUNTY can complete said PROJECT within the time frame set forth in

this AGREEMENT. The COUNTY'S use of this option is subject to approval by the DEPARTMENT.

3. The COUNTY shall hire a qualified contractor using the COUNTY'S normal bid procedures to perform the construction work for the PROJECT.
4. The COUNTY is responsible for provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the COUNTY to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the PROJECT meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the PROJECT. Subject to the approval of the DEPARTMENT, the COUNTY may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing COUNTY staff that meet the requirements of this paragraph, or a combination thereof.
5. The COUNTY shall adhere to the DEPARTMENT'S Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
6. The COUNTY shall require the COUNTY'S contractor to post a payment and performance bond in accordance with applicable law.
7. The COUNTY shall be responsible to ensure that the construction work under this AGREEMENT is performed in accordance with the approved construction documents, and that it will meet all applicable COUNTY and DEPARTMENT standards.

#### **10 – MAINTENANCE OBLIGATIONS:**

- A. The COUNTY agrees to maintain the PROJECT in accordance with the terms of the existing Traffic Signal Maintenance and Compensation Agreement between the Parties.

#### **11 – RESTRICTIONS, PROHIBITIONS, CONTROLS AND LABOR PROVISIONS:**

- A. 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- B. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the DEPARTMENT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the COUNTY.
- D. No funds received pursuant to this AGREEMENT may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- E. The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this AGREEMENT.

## **12 – INDEMNIFICATION AND INSURANCE:**

- A. It is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The COUNTY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the COUNTY or any subcontractor, in connection with this AGREEMENT. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the COUNTY agrees to indemnify and hold harmless the DEPARTMENT, including the DEPARTMENT'S officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the COUNTY and persons employed or utilized by the COUNTY in the performance of this AGREEMENT. This indemnification shall survive the termination of this AGREEMENT. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY'S sovereign immunity. Additionally, the COUNTY agrees to include the following

indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this AGREEMENT:

"To the fullest extent permitted by law, the COUNTY'S contractor/consultant shall indemnify and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the DEPARTMENT'S officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the COUNTY'S sovereign immunity."

- B. The COUNTY shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- C. If the COUNTY elects to self-perform the PROJECT, and such self-performance is approved by the DEPARTMENT in accordance with the terms of this AGREEMENT, the COUNTY may self-insure and proof of self-insurance shall be provided to the DEPARTMENT. If the COUNTY elects to hire a contractor or consultant to perform the PROJECT, then the COUNTY shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the AGREEMENT. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The COUNTY shall, or cause its contractor to cause the DEPARTMENT to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the DEPARTMENT as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded

to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the AGREEMENT, and may not be shared with or diminished by claims unrelated to the AGREEMENT. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the COUNTY is a state agency or subdivision of the State of Florida that elects to self-perform the PROJECT. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, the DEPARTMENT shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DEPARTMENT shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT'S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DEPARTMENT may have.

- D. When the AGREEMENT includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the COUNTY shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the DEPARTMENT as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, both the DEPARTMENT and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the DEPARTMENT and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT'S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the DEPARTMENT may have.



- E. When the AGREEMENT involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the DEPARTMENT as an Additional Insured on the Commercial General Liability policy/ies procured above.

**13 – MISCELLANEOUS:**

- A. In no event shall any payment to the COUNTY 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 COUNTY 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. If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- C. The Parties agree that the COUNTY, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the DEPARTMENT as a result of this AGREEMENT.
- D. By execution of this AGREEMENT, the COUNTY represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- E. Nothing in this AGREEMENT shall require the COUNTY to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the AGREEMENT violate any applicable state law, the COUNTY will at once notify the DEPARTMENT in writing in order that appropriate changes and modifications may be made by the Parties to the end that the COUNTY may proceed as soon as possible with the PROJECT.
- F. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same AGREEMENT. A facsimile or electronic transmission of this AGREEMENT with a signature on behalf of a Party will be legal and binding on such Party.
- G. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether written or oral. It is further agreed that no modification, amendment, or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- H. The DEPARTMENT reserves the right to unilaterally terminate this Agreement for failure by the COUNTY to comply with the provisions of Chapter 119, Florida Statutes.
- I. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this AGREEMENT and Florida law, the laws of Florida shall prevail. The COUNTY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this AGREEMENT is decided.
- J. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE DEPARTMENT:

Florida Department of Transportation  
District Traffic Operations Office  
Attn: Kenneth Shiver, District Traffic Systems Specialist  
1074 Highway 90 East  
Chipley, Florida 32428

FOR THE COUNTY:

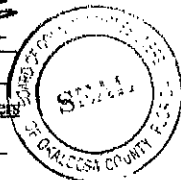
Okaloosa County  
Attn: Scott Bitterman, P.E., County Engineer  
1759 South Ferdon Boulevard  
Crestview, Florida 32536

*The remainder of this page intentionally left blank*

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

OKALOOSA COUNTY

By: [Signature]  
Name: Graham W. Fountain  
Title: Chairman, Board of County Commissioners  
Date: 6/19/18



ATTEST:  
By: [Signature]  
Name: J.D. Peacock II  
Title: Clerk of Circuit Court



LEGAL REVIEW  
By: [Signature]

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: [Signature]  
Name: Phillip Garner  
Title: District Secretary  
Date: 6/26/18

ATTEST:  
By: [Signature]  
Name: Krissy Cook  
Title: Executive Secretary (Seal)

LEGAL REVIEW:  
By: [Signature]  
Office of the General Counsel

## **EXHIBIT "A"**

### **Scope of Work for Okaloosa County Advanced Transportation Management System (ATMS) SR30 (US98) Miracle Strip Parkway Expansion Project Financial Project Number 439966-1-58-01**

#### **Summary:**

This Project involves expansion of the footprint of the Okaloosa County Regional Advanced Transportation Management System (ATMS) to include the signalized intersections at of Cody Avenue at Hurlburt Field and Florosa School. The project shall consist of the design, construction, and inspection of the underground fiberoptic communication network, as well as any associated specialty equipment or services necessary to fully integrate the aforementioned signals into the existing countywide ATMS system.

The design for the overall project shall be in accordance with the DEPARTMENT'S established design criteria, and all work and materials shall be in accordance with DEPARTMENT'S established standards and specifications. In addition, all equipment and materials utilized on the project that are subject to certification by the DEPARTMENT shall be listed on the Approved Product List (APL) and be compatible with the existing traffic signal controller equipment and associated system.

#### **Benefits of Deployment:**

Benefits of this project are to provide an improved overall operation of the US 98 corridor to include maximization of the existing roadway capacity, a reduction in travel time along the corridor, reduction of stops and delays, reduction in crashes, reduction in fuel usage, reduction in emissions, and reduction in wasted time of motorists – all of which result in an improved motorist experience in terms of travel time reliability.

In addition, the project will allow for the remote real-time monitoring of traffic conditions along the corridor by traffic engineering and signal maintenance personnel, serving as a tool for them to assure the optimal traffic operations and maintenance of the traffic signal equipment and associated timings.

#### **Deliverables:**

Deliverables to be provided shall include design, construction, and inspection of the underground fiberoptic communication network extending to the Florosa School traffic signal, inclusive of the Cody Avenue/Hurlburt Field traffic signal. Components of the physical deployment with precise

quantities shall be determined during the design phase, but will consist of fiber optic cable, conduit, pullboxes, splice vaults, testing services, including associated documentation. In addition to the underground fiberoptic communication network, associated specialty equipment or services necessary to fully integrate the traffic signals into the regional ATMS are to be recognized as deliverables under the project. Should the funding allocated to this project by the allow, additional peripheral equipment may be integrated in support of the expansion project, examples of such would include closed-circuit television (CCTV) cameras, travel time monitoring devices, installation or relocation of arterial dynamic message signs, as well as traffic signal equipment upgrades.

## **EXHIBIT "B"**

### **Measurement and Payment:**

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this AGREEMENT, the DEPARTMENT shall reimburse the COUNTY for actual costs of the PROJECT incurred by the COUNTY, excluding any overhead, in an amount up to but not to exceed THREE HUNDRED SEVENTY-SEVEN THOUSAND, FOUR HUNDRED NINETY-SEVEN AND 00/100 DOLLARS (\$377,497.00). The COUNTY shall expend funds allocated under this AGREEMENT to the direct costs associated with the work as detailed in Exhibit "A" – Scope of Work. Invoices and other backup documentation for all work, equipment, activities, and services shall be clearly associated with the associated goal of expansion of the existing advanced transportation management system in Okaloosa County as discussed in this AGREEMENT. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the COUNTY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT in some cases may require a memorandum of justification or clarification from the COUNTY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The COUNTY may receive progress payments up to the DEPARTMENT's participation limit for deliverables based on documentation of invoice(s) from vendor, approved and accepted to the satisfaction of the DEPARTMENT, and when properly supported by detailed backup documentation with acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final 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.

It shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to "roll over" to be available for expenditure by the COUNTY in subsequent fiscal years.

**EXHIBIT "C"**

**NOTICE OF COMPLETION**

**JOINT PARTICIPATION AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
OKALOOSA COUNTY**

**PROJECT DESCRIPTION: Advanced Transportation Management System (ATMS)  
SR30 (US98) Miracle Strip Parkway Expansion Project**

**FINANCIAL PROJECT ID NUMBER: 439966-1-58-01**

In accordance with the terms and conditions of the AGREEMENT, the undersigned hereby provides notification that the work authorized by this AGREEMENT is complete as of \_\_\_\_ day of \_\_\_\_\_, 201\_\_ and all terms and conditions of any utility permits associated with closing out the permits have been met.

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

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

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

**EXHIBIT "D"**

**OKALOOSA COUNTY**  
**BOARD OF COUNTY COMMISSION RESOLUTION**



## ATTACHMENT F

### **CONTRACT PAYMENT REQUIREMENTS**

#### **Florida Department of Financial Services, Reference Guide for State Expenditures**

##### ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel (not authorized in this AGREEMENT): Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

RESOLUTION 18 -130

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS; APPROVING JOINT PROJECT AGREEMENT (FIN PROJ 439966-1-58-01) FOR THE PURPOSE OF ADVANCED TRANSPORTATION MANAGEMENT SYSTEM SR30 (US98) MIRACLE STRIP PARKWAY EXPANSION PROJECT

WHEREAS, the Florida Department of Transportation has been granted the authority to enter into a Joint Participation Agreement with Okaloosa County granting funding to undertake the resolved project, and

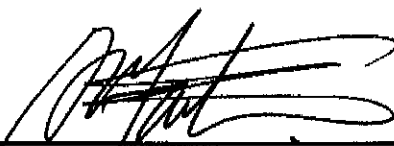
WHEREAS, the County agrees to provide the scope of work as presented in Attachment "A" of the attached Joint Participation Agreement (JPA), and to abide by the mutual covenants, promises and representations contained therein;

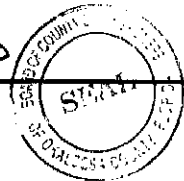
NOW THEREFORE, be it resolved by the Board of County Commissioners of Okaloosa County as follows:

1. The Board approves the attached JPA
2. The Chairman is authorized to execute the Agreement on behalf of the Board.

DULY ADOPTED THIS 19<sup>th</sup> day of June, 2018.

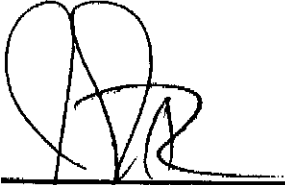
BOARD OF COUNTY  
COMMISSIONERS OF OKALOOSA  
COUNTY, FLORIDA

  
\_\_\_\_\_  
Graham W. Fountain, Chairman



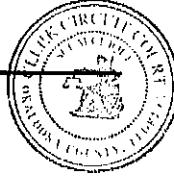
ATTEST:

CLERK OF THE CIRCUIT COURT  
OKALOOSA COUNTY, FLORIDA

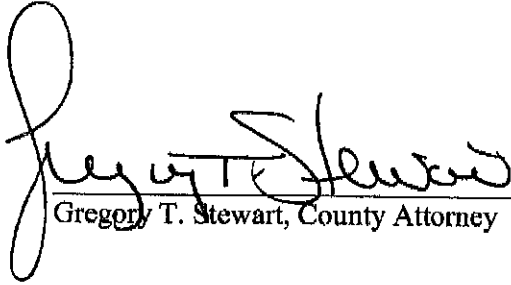


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J. D. Peacock II, Clerk



APPROVED AS TO FORM:



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Gregory T. Stewart, County Attorney