

JOINT PARTICIPATION AGREEMENT

This Agreement made by and entered into on this _____ day of _____, 202__, between the State of Florida, Department of Transportation, whose address for purposes of this Agreement is 11201 North McKinley Drive, Tampa, Florida 33612-6456, ("DEPARTMENT"), and the City of Clearwater, whose address for purposes of this Agreement is 100 S. Myrtle Avenue, Clearwater, Florida 33456 ("the CITY"); and

W I T N E S S E T H:

WHEREAS, the DEPARTMENT is authorized to enter into Agreements with governmental entities in accordance with Section 334.044(7) and 339.12 (5), Florida Statutes; and

WHEREAS, the DEPARTMENT agrees to participate in funding the implementation of the City of Clearwater V2I Pedestrian Warning System connected vehicle project in Pinellas County which is in the DEPARTMENT's Five-Year Work Program as Financial Project Number (FPN) 451403-1-58-01 for Fiscal Year 2022/2023 ("PROJECT"). The DEPARTMENT's participation in the PROJECT in an amount not to exceed \$361,600 (Three Hundred Sixty-One Thousand Six Hundred Dollars) is for the procurement of 9 Roadside Units (RSU), 2 On Board Units (OBU), 4 video analytics detection systems and signal system software upgrade at the Clearwater Traffic Management Center (TMC) including all ancillary equipment and cabling necessary to complete the PROJECT; and

WHEREAS, the DEPARTMENT and the CITY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to coordinate and cooperate in their efforts to facilitate development of the PROJECT providing for the PROJECT work and payment for such; and

NOW, THEREFORE, for and in consideration of the premises herein and other mutual benefits to accrue to each of the parties hereto, it is mutually agreed as follows:

SECTION 1 OBLIGATIONS OF THE CITY

- 1.1 The CITY will be responsible, at their cost, for any design, procurement, contracting, installation, CEI, and management of the PROJECT.
- 1.2 Exhibit "A" – Project Description and Responsibilities, attached hereto and by reference made a part of this Agreement, further delineates the CITY's responsibilities and PROJECT description.
- 1.3 The CITY will implement the PROJECT according to the terms of Exhibit "C", attached hereto.

- 1.4 The CITY will be responsible for any costs over and above the funding stated in this Agreement.
- 1.5 The CITY shall keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures, and other items incidental to the cost of the PROJECT.
- 1.6 The CITY shall invite the DEPARTMENT to participate in PROJECT meetings and provide periodic updates as requested.
- 1.7 Upon final acceptance of the PROJECT, the CITY shall be responsible for maintenance of the new equipment through the existing Traffic Signal Maintenance and Compensation Agreement with the DEPARTMENT.
- 1.8 E-VERIFY:
 1. The CITY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by them during the term of the contract; and
 2. The CITY shall expressly require any contractor 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 subcontractor during the contract term.

SECTION 2 OBLIGATIONS OF THE DEPARTMENT

- 2.1 The DEPARTMENT shall provide funding for procurement of 9 Roadside Units (RSU), 2 On Board Units (OBU), 4 video analytics detection systems and signal system software upgrade at the Clearwater Traffic Management Center (TMC) including all ancillary equipment and cabling necessary to complete the PROJECT in an amount not to exceed \$361,600 (Three Hundred Sixty-One Thousand Six Hundred Dollars) as provided in Exhibit "B."
- 2.2 Exhibit "A" – Project Description and Responsibilities, attached hereto and by reference made a part of this Agreement, further delineates the DEPARTMENT's responsibilities and PROJECT description.
- 2.3 The DEPARTMENT will be responsible for Department level project management, coordination with the CITY and final acceptance of the PROJECT. The DEPARTMENT will supply technical expertise as needed to support the CITY's efforts.

SECTION 3 COMPENSATION AND PAYMENT

- 3.1 The CITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of services to be performed and the criteria for evaluating successful completion. The PROJECT, identified as Project Number 451403-1-58-01, and the quantifiable, measurable, verifiable units of deliverables are described more fully in Exhibit "A"- Project Description and Responsibilities.
- 3.2 Invoices shall be submitted by the CITY 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 – Project Description and Responsibilities. Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager prior to payments.
- 3.3 Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY 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" – Project Description and Responsibilities 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 Exhibit "D" – Contract Payment Requirements.
- 3.4 There shall be no reimbursement for travel expenses under this Agreement.
- 3.5 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, F.S.** or the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the DEPARTMENT. The CITY shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the DEPARTMENT, the CITY shall be assessed a non-performance retainage equivalent to 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 CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the retained amount during the next billing period. If the CITY is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.

A party 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 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 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 goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that must be returned to the CITY because of the CITY's 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.

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

- 3.6 The CITY shall maintain an accounting system or separate accounts to ensure funds for the PROJECT, 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 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 CITY'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.
- 3.7 The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- 3.8 This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.
- 3.9 In the event this contract is for services in excess of \$25,000.00, the provisions of Section 339.135(6)(a), F.S., 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 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 and which have a term for a period of more than 1 year.

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 either party giving notice to the other to that effect.

SECTION 4 INDEMNITY AND INSURANCE

4.1 When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement that party will immediately forward the claim to the other party. Each party will evaluate the claim and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

4.2 The CITY agrees to include the following indemnification in all contracts with its contractors/subcontractors, consultants/sub consultants who perform work in connection with this Agreement:

“To the extent provided by law, (ENTITY) shall indemnify, defend, and hold harmless the Department, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to or resulting from negligent or wrongful act(s) of (ENTITY), or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights generated to or exercised by (ENTITY).

The forgoing indemnification shall not constitute a waiver of the Department's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by (ENTITY) to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

4.3 The CITY shall require any and all contractors, subcontractors, consultants and subconsultants it may enter agreements within connection with the PROJECT to cause the DEPARTMENT to be made an additional insured on any and all liability policies providing coverage to said contractors, subcontractors, consultants and subconsultants for their operations relating to the PROJECT.

4.4 WORKERS' COMPENSATION. The CITY shall cause any contractors, subcontractors, consultants and subconsultants it may enter agreements within connection with the PROJECT, to carry Worker's Compensation insurance in accordance with the requirements under Florida's Worker's Compensation law.

- 4.5 The CITY shall require its contractors, subcontractors, consultants and subconsultants to forward, within 5 (five) days of its receipt, copies of any notices of cancellation or any other communications it receives that are related to any and all policies of insurance referenced in this section, and which affect or potentially affect such coverage available to the DEPARTMENT.

SECTION 5 COMMENCEMENT AND TERMINATION OF AGREEMENT

- 5.1 This Agreement shall take effect upon execution by the DEPARTMENT and shall end upon the termination date as set forth in Exhibit "A" - Project Description and Responsibilities.

SECTION 6 MISCELLANEOUS PROVISIONS

- 6.1 Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both parties.
- 6.2 Any notice or other document which either party is required to give or deliver to the other shall be given in writing and served either personally or mailed to:

TO DEPARTMENT:

Ms. Marcia Haines
FDOT
11201 N. McKinley Drive, M.S. 7-350
Tampa, Florida 33612-6456

TO CITY:

Omar Atallah
City of Clearwater
100 S. Myrtle Avenue
Clearwater, Florida 33756

- 6.3 If any word, clause, sentence, or paragraph of the Agreement is held invalid, the remainder of the Agreement would continue to conform to the intent of this Agreement.
- 6.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 6.5 Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement.

SECTION 7 ENTIRE AGREEMENT

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or Agreement, whether written or verbal between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF CLEARWATER, FL

ATTEST _____(SEAL)

Rosemarie Call
City Clerk

As approved to form:

BY: _____

Jerrold Simpson
Assistant City Attorney

CITY OF CLEARWATER

BY: _____

Frank Hibbard
Mayor

BY: _____

Jennifer Poirrier
Interim City Manager

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST _____(SEAL) BY: _____

EXECUTIVE SECRETARY

Richard Moss, P.E.
Director of Transportation Development,
District Seven

DATE

FDOT Legal Review

EXHIBIT “A” PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the CITY, dated _____, 202_.

PROJECT LOCATION: The limits of the PROJECT are, Alt US 19 from Cleveland Street to Belleair Road. Exhibit “E” attached hereto and by reference made a part of this Agreement, delineates the intersection locations to be included in this PROJECT.

PROJECT DESCRIPTION: The PROJECT consists of the implementation of the City of Clearwater V2I Pedestrian Warning System project. It includes the procurement of 9 Roadside Units (RSU), 2 On Board Units (OBU), 4 video analytics detection systems and signal system software upgrade at the Clearwater Traffic Management Center (TMC) including all ancillary equipment and cabling necessary to complete the PROJECT, which will be used to improve pedestrian safety, Automated Traffic Signal Performance Measures, Transit Signal Priority and Emergency Preemption.

SPECIAL CONSIDERATIONS BY CITY:

The CITY will be responsible for any design, procurement, contracting, permitting, software configuration and integration with existing systems, equipment installation, CEI, and management of the PROJECT.

The CITY will utilize their procurement process to hire an installation contractor/vendor to provide a complete turnkey installation of the City of Clearwater V2I Pedestrian Warning System project.

The CITY shall ensure all materials used for installation of the PROJECT will be in compliance with the FDOT Approved Products List (APL).

The CITY will implement the PROJECT according to the terms of Exhibit “C”, attached hereto, and must also contact the Department’s District Permits Engineer, Reebie Simms, to coordinate permit requirements. She can be reached at Reebie.Simms@dot.state.fl.us.

The CITY will be responsible for any costs over and above the funding stated in the JPA.

The CITY shall keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures, and other items incidental to the cost of the PROJECT.

Upon final acceptance of the PROJECT, the CITY shall be responsible for maintenance of the new equipment through the existing Traffic Signal Maintenance and Compensation Agreement with the DEPARTMENT.

The CITY must submit its final invoice to the DEPARTMENT within 90 days after completion

and final payment of the PROJECT. Invoice submitted after the 90-day time period may not be paid.

The CITY shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

1. Identification and approval of equipment by the Department's Project Manager to be purchased by: **March 31, 2023.**
2. Invoice for CV equipment to be submitted to FDOT by: **August 31, 2023.**
3. Construction plan approval by the Department's Project Manager to be completed by: **June 30, 2024.**
4. Agreement Expiration: **December 31, 2025.**

If at any moment during project implementation it is determined that the approved PROJECT schedule cannot be met, the CITY will immediately notify the DEPARTMENT in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this Agreement and withdrawal of DEPARTMENT funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The DEPARTMENT will issue a Notice to Proceed to the CITY after final execution of this Agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

The DEPARTMENT will provide a Project Manager, Megan Arasteh, PE at (813) 615-8621 or megan.arasteh@dot.state.fl.us

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**EXHIBIT “B”
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Clearwater, dated _____, 202____.

- I. TOTAL ESTIMATED COST\$361,600.00

- II. PROJECT PARTICIPATION
 - State.....\$361,600.00

 - Federal.....\$ 0.00

 - Local Participation.....\$0.00

- III. PROJECT funds are subject to legislative appropriation of available funds.

EXHIBIT "C"

**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT
RIGHT OF WAY**

1. Construction on the Department's Right of Way. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Rolando Sanchez at (813) 975-6928 or rolando.sanchez@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does

EXHIBIT "C"

**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT
RIGHT OF WAY**

not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its

EXHIBIT "C"

**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT
RIGHT OF WAY**

discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from (No restricted hours), (seven days a week), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Florida Department of Transportation
District Seven
Kris Carson, Public Information Officer
kristen.carson@dot.state.fl.us
813-975-6202

EXHIBIT "D"
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: 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.fldfs.com/aadir/reference_guide.htm.

**EXHIBIT “E”
LOCATION OF INTERSECTIONS
FOR
FIELD EQUIPMENT**

SIGNAL NO.	LOCATION
1159	ALT US 19 / MYRTLE AVENUE AND CHESTNUT STREET
1161	ALT US 19 / MYRTLE AVENUE AND COURT STREET
1165	ALT US 19 / MYRTLE AVENUE AND CLEVELAND STREET
1220	ALT US 19 / COURT STREET AND MLK JR AVENUE
1244	ALT US 19 / MISSOURI AVENUE AND BELLEAIR ROAD
1245	ALT US 19 / MISSOURI AVENUE AND LAKEVIEW ROAD
1247	ALT US 19 / MISSOURI AVENUE AND CLEARWATER PLAZA DRIVE
1252	ALT US 19 / MISSOURI AVENUE AND DRUID ROAD
1256	ALT US 19 / MISSOURI AVENUE AND COURT STREET

Additionally, the signal system software will be upgraded at the Clearwater Traffic Management Center located at 100 S. Myrtle Avenue, Clearwater, Florida 33456