

September 28, 2026



AGENDA ITEM 5 D

JOINT PARTICIPATION AGREEMENT SIGNATURE AUTHORITY & RESOLUTION RATIFICATION

TYPE OF ITEM: Action

STATEMENT OF ISSUE

This item seeks ratification of the approval of a resolution, provided as **Attachment 1**, authorizing the Executive Director to execute a Joint Participation Agreement (JPA) between the Capital Region Transportation Planning Agency (CRTPA) and the Florida Department of Transportation (FDOT). The resolution was approved at the September 10 Executive Committee meeting.

The JPA provides for the state-funded local match required for the CRTPA's Safe Streets and Roads for All (SS4A) grant award to conduct the West Tennessee Street Corridor & Safety Study

RECOMMENDED ACTION

- Option 1: Ratify CRTPA Resolution 2026-09-05C authorizing the CRTPA Executive Director to execute an agreement between the CRTPA and the FDOT related to the provision of the local match requirement associated with the award of SS4A funding for the West Tennessee Street Corridor & Safety Study.

BACKGROUND

In December 2025, the CRTPA was notified of an award of funding through the SS4A grant program for the development of a safety study along West Tennessee Street, from Aenon Church Road to Monroe Street. The award includes \$600,000 in federal funds and \$150,000 in state matching funds, for a total project cost of \$750,000.

The \$150,000 in state funding satisfies the grant's required 20 percent non-federal match for the total project cost. Associated with this match is the requirement for the execution of a JPA between the CRTPA and FDOT.

The JPA (included as **Attachment 2**) details the terms and conditions of the funding and production related to provision of the non-federal match. Granting JPA signature authority to the CRTPA Executive Director will help facilitate timely execution of the agreement and support the efficient advancement of the project.

The JPA agreement is one step related to SS4A award for the West Tennessee project. [As members may recall](#), a planning grant agreement is also currently under development between the CRTPA and the Federal Highway Administration. This agreement outlines the respective roles and responsibilities of both parties and includes provisions related to project delivery timelines and reimbursement requirements related to the award.

ATTACHMENT

Attachment 1: CRTPA Resolution 2026-09-05C

Attachment 2: Draft JPA Agreement

CRTPA RESOLUTION 2026-09-5C**A RESOLUTION OF THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA)
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A JOINT PARTICIPATION AGREEMENT (JPA)
ASSOCIATED WITH THE WEST TENNESSEE STREET CORRIDOR & SAFETY STUDY**

Whereas, the Capital Region Transportation Planning Agency (CRTPA) is the organization designated by the Governor of Florida to carry out the provisions of 23 U.S.C. 134 (h) and (i)(2), (3) and (4); CFR 450.324, 326, 328, 330, and 332; and FS 339.175 (5) and (7); and

Whereas, the CRTPA was awarded a Fiscal Year 2025 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant through the Federal Highway Administration to fund the development of a safety study for West Tennessee from Aenon Church Road to Monroe Street; and,

Whereas, the study will analyze the six (6) mile stretch of West Tennessee Street to identify potential improvements to enhance the safety of all users; and,

Whereas, the SS4A Grant Agreement establishes a total project cost of \$750,000, consisting of a \$600,000 federal share and a \$150,000 non-federal match; and

Whereas, the \$150,000 non-federal match is being provided by the Florida Department of Transportation (FDOT) whereby that agency will reimburse the CRTPA up to but not exceeding \$150,000; and,

Whereas, a Joint Participation Agreement (JPA) has been developed to establish the terms and conditions of the funding and production related to provision of the non-federal match;

Whereas, a JPA must be executed between the CRTPA and the FDOT for the non-federal match.

NOW, THEREFORE LET IT BE RESOLVED BY THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY THAT:

The CRTPA authorizes the Executive Director to execute the JPA between the CRTPA and the FDOT for the non-federal match for the West Tennessee Street Corridor & Safety Study.

Passed and duly adopted by the Capital Region Transportation Planning Agency on this 10th day of September 2026.

Capital Region Transportation Planning Agency

Nick Maddox, Chair

Attest:

Greg Slay, AICP
Executive Director

Financial Project Number(s): 458097-1-14-02
Contract No.:
Vendor Number:

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CAPITAL REGION TRANSPORTATION PLANNING AGENCY

This AGREEMENT is between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, with offices at 1074 Highway 90 East, Chipley, FL 32428 (the “DEPARTMENT”), and **CAPITAL REGION TRANSPORTATION PLANNING AGENCY** with offices at 300 S. Adams Street, Tallahassee, FL 32301 (the “LOCAL AGENCY”). The DEPARTMENT and the LOCAL AGENCY 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 LOCAL AGENCY make certain improvements in connection with Financial Project Number 458097-1-14-02, which are further described in Exhibit “A”—Project Description and Responsibilities, 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 LOCAL AGENCY for the actual costs of the PROJECT in an amount up to but not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) that has been allocated in the fiscal year 2026; and

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

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

WHEREAS, the LOCAL AGENCY, by resolution number _____ dated, _____ a copy of which is attached as Exhibit “D” and made a part hereof, has authorized the _____ 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 LOCAL AGENCY shall complete the PROJECT on or before **June 30, 2027**. If the LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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".
- B. The LOCAL AGENCY agrees to perform the PROJECT in accordance with all applicable federal, state, and local statutes, rules, and regulations, including DEPARTMENT standards and specifications.
- C. The LOCAL AGENCY shall perform all necessary work to complete the PROJECT, as specified in the Scope of Services described and contained within Exhibit "A". Nothing herein shall be construed as requiring the LOCAL AGENCY to perform any activity which is outside the scope of services of the PROJECT.
- D. If the LOCAL AGENCY utilizes its own work force for any services for the PROJECT, all costs and expenses thereof shall not be subject to reimbursement.
- E. Upon request, the LOCAL AGENCY agrees to provide progress reports to the DEPARTMENT in the standard format used by LOCAL AGENCY 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 conducted by LOCAL AGENCY and the details thereof. Either party to the AGREEMENT may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

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 LOCAL AGENCY 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 LOCAL AGENCY, suspend any or all of the DEPARTMENT'S obligations under this AGREEMENT for the LOCAL AGENCY'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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY.
 - 4. Upon termination of this AGREEMENT, the LOCAL AGENCY 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 COSTS:

The DEPARTMENT agrees to reimburse the LOCAL AGENCY for the actual costs of the PROJECT in an amount up to but not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS, (\$150,000.00.). The schedule of funding is more fully described in Exhibit "B", attached hereto and made a part hereof. The DEPARTMENT'S participation may be increased or reduced upon a determination of the actual bid amounts of the PROJECT by execution of an amendment. The LOCAL AGENCY agrees to bear all expenses in excess of the

DEPARTMENT'S participation, including any cost overruns or deficits incurred in connection with completion of the PROJECT.

6–COMPENSATION AND PAYMENT:

- A. The DEPARTMENT shall reimburse the LOCAL AGENCY for actual costs of the PROJECT, as further described in Exhibit “A”, and as set forth in the Schedule of Financial Assistance in Exhibit “B”.
- B. The LOCAL AGENCY 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 LOCAL AGENCY 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 and costs incurred must be received and approved by the DEPARTMENT prior to reimbursements. Requests for reimbursements by the LOCAL AGENCY shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the DEPARTMENT. The LOCAL AGENCY shall use the format for the invoice and progress report that is approved by the DEPARTMENT.
- D. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to Exhibit “H”—Alternate Advance Payment Financial Provisions.
- E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL AGENCY 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 Exhibit “F” – Contract Payment Requirements.
- 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 payment is made under Alternative Advance Payment Financial Provisions or 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 LOCAL AGENCY is unsatisfactory, the DEPARTMENT shall notify the LOCAL AGENCY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the

DEPARTMENT. The LOCAL AGENCY shall, within thirty (30) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL AGENCY 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 AGENCY will not be reimbursed or otherwise paid to the extent of the non-performance. The LOCAL AGENCY will not be reimbursed or otherwise paid until the LOCAL AGENCY resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL AGENCY may bill the DEPARTMENT for any unpaid reimbursement request(s) during the next billing period. If the LOCAL AGENCY is unable to resolve the deficiency, the funds shall be forfeited at the end of the AGREEMENT'S term.

- H. The LOCAL AGENCY 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 LOCAL AGENCY. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL AGENCY requests payment. Invoices that have to be returned to the LOCAL AGENCY because of LOCAL AGENCY 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.

- I. 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 AGENCY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- J. The LOCAL AGENCY 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 LOCAL AGENCY'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.
- K. Upon request, the LOCAL AGENCY 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.

- L. 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 LOCAL AGENCY 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.
- M. The LOCAL AGENCY 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.
- N. 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.”

- O. The DEPARTMENT’S obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- P. This AGREEMENT does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.
- Q. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the LOCAL AGENCY 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 LOCAL AGENCY 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.
- R. In determining the amount of the payment, the DEPARTMENT will exclude all costs incurred by the LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT by the LOCAL AGENCY'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 LOCAL AGENCY:
 - 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 LOCAL AGENCY 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.
- E. The LOCAL AGENCY 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 AGENCY in conjunction with this AGREEMENT. Specifically, if the LOCAL AGENCY is acting on behalf of a public agency, the LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY or keep and maintain public records required by the DEPARTMENT to perform the service. If the LOCAL AGENCY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the LOCAL AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LOCAL AGENCY keeps and maintains public records upon completion of the AGREEMENT, the LOCAL AGENCY 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.

- F. IF THE LOCAL AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 3
850-330-1894
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 – Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

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

8-CONTRACTS OF THE LOCAL AGENCY:

- A. The DEPARTMENT has the right to review and approve any and all third party contracts with respect to the PROJECT before the LOCAL AGENCY 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 LOCAL AGENCY fails to obtain such approval, the DEPARTMENT may deny payment to the LOCAL AGENCY. 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 LOCAL AGENCY complying in full with the provisions of Chapter 287.057, Florida Statutes. The LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY'S complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the LOCAL AGENCY 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 LOCAL AGENCY must comply with the requirements of Section 255.0991, Florida Statutes.
- E. The LOCAL AGENCY 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. In the event the PROJECT involves construction on the DEPARTMENT'S right-of-way, the LOCAL AGENCY shall provide the DEPARTMENT with written notification of its intent to award the construction of the PROJECT to a DEPARTMENT prequalified contractor which has been selected through the LOCAL AGENCY'S normal bid procedures in accordance with all applicable state and federal statutes, rules, and regulations. The LOCAL AGENCY shall then submit a copy of the bid tally sheet(s) and awarded bid contract.

2. The LOCAL AGENCY shall hire a DEPARTMENT prequalified contractor using the LOCAL AGENCY'S normal bid procedures, in accordance with all applicable federal, state, and local statutes, rules and regulations, to perform the construction work for the PROJECT.
3. The LOCAL AGENCY is responsible for provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the LOCAL AGENCY 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 LOCAL AGENCY may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing LOCAL AGENCY staff that meet the requirements of this paragraph, or a combination thereof.
4. The LOCAL AGENCY shall ensure work for any portion of the PROJECT to be located on DEPARTMENT right-of-way shall conform to all applicable standards of the DEPARTMENT, as provided in Exhibit "O" – Terms and Conditions of Construction in Department Right of Way, which is attached to and incorporated into this AGREEMENT if a portion of the PROJECT will be located on the DEPARTMENT'S right-of-way.
5. The LOCAL AGENCY shall adhere to the DEPARTMENT'S Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
6. The LOCAL AGENCY shall require the LOCAL AGENCY'S contractor to post a payment and performance bond in accordance with applicable law.
7. The LOCAL AGENCY 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 LOCAL AGENCY and DEPARTMENT standards.
8. Upon completion of the work authorized by this AGREEMENT, the LOCAL AGENCY 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 and incorporated herein as Exhibit "C", Engineers Certification of Completion. 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.

9. The LOCAL AGENCY shall provide the DEPARTMENT with as-built plans of any portions of the PROJECT funded through the AGREEMENT prior to final inspection.

10–MAINTENANCE OBLIGATIONS:

- A. In the event the PROJECT includes construction then the following provisions are incorporated into this AGREEMENT:

1. The LOCAL AGENCY agrees to maintain any portion of the Project not located on the State Highway System constructed under this AGREEMENT for its useful life. If the LOCAL AGENCY constructs any improvement on DEPARTMENT right-of-way, the LOCAL AGENCY

☐ shall

☐ shall not

maintain the improvements located on the DEPARTMENT right-of-way made for their useful life, as well as all adjacent landscaping on that area. If the LOCAL AGENCY is required to maintain PROJECT improvements located on the DEPARTMENT right-of-way beyond final acceptance, then LOCAL AGENCY shall also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the DEPARTMENT prior to final acceptance. The LOCAL AGENCY has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this AGREEMENT as Exhibit “D”. This provision will survive termination of this AGREEMENT.

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 LOCAL AGENCY.
- 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 LOCAL AGENCY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY and persons employed or utilized by the LOCAL AGENCY 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 LOCAL AGENCY’S sovereign immunity. Additionally, the LOCAL AGENCY 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 LOCAL AGENCY’S contractor/consultant shall indemnify and hold harmless the LOCAL AGENCY 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 LOCAL AGENCY'S sovereign immunity."

- B. The LOCAL AGENCY 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 LOCAL AGENCY elects to self-perform the PROJECT, and such self-performance is approved by the DEPARTMENT in accordance with the terms of this AGREEMENT, the LOCAL AGENCY may self-insure and proof of self-insurance shall be provided to the DEPARTMENT. If the LOCAL AGENCY elects to hire a contractor or consultant to perform the PROJECT, then the LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 AGENCY 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 LOCAL AGENCY, 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 e-mailed or otherwise delivered in writing to the following:

FOR THE LOCAL AGENCY:

Capital Region Transportation Planning Agency
Attn: Greg Slay, Executive Director
300 S. Adams Street, Box A-19
Tallahassee, FL 32301
Email: greg.slay@talgov.com

FOR THE DEPARTMENT:

Florida Department of Transportation
Attn: District 3 Local Programs Administrator
1074 Highway 90
Chipley, Florida 32428
Email: d3localprog@dot.state.fl.us

14-EXHIBITS AND ATTACHMENTS

Exhibits listed are attached to and incorporated into this AGREEMENT:

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

Exhibit O: Terms and Conditions of Construction in Department Right of Way

The following document is attached and incorporated as part of this agreement pursuant to Section 787.06(13), Florida Statutes:

Affidavit Regarding Labor and Services

IN WITNESS WHEREOF, the PARTICIPANT and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

LOCAL AGENCY

CAPITAL REGION TRANSPORTATION
PLANNING AGENCY

By: _____

Name: _____

Title: _____

Date: _____

Legal in Form and Valid as Drawn:

Participant Attorney

DEPARTMENT:

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Department Legal Review:

Office of the General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 458097-1-14-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Capital Region Transportation Planning Agency (CRTPA) (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: n/a

PROJECT DESCRIPTION: This project is for a Planning Study for the existing conditions analysis, traffic analysis and safety alternatives on SR 10 (US 90) W Tennessee Street from CR 1581 Aenon Church Road to Monroe Street.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient shall provide the Department with copies of all draft and final study documents, including the final report, maps, and analyses. All recommendations must comply with Department standards and are for planning purposes only; they do not authorize construction or implementation. The study shall consider feasibility, right-of-way, drainage, utilities, and constructability.

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

- a) Study to be completed by June 30, 2027.
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to upon execution of this agreement.

EXHIBIT B**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
CRTPA 300 S Adams Street, Box A-19 Tallahassee, Florida 32301	458097-1-14-02

Phase of Work by Fiscal Year	FY 2026	FY XXXX	FY XXXX	Total
Planning - Phase 14	\$150,000.00	\$0.00	\$0.00	\$150,000.00
Department Participation	\$0.00	\$0.00	\$0.00	\$0.00
Local Participation	\$0.00	\$0.00	\$0.00	\$0.00
Phase XX	\$0.00	\$0.00	\$0.00	\$0.00
Department Participation	\$0.00	\$0.00	\$0.00	\$0.00
Local Participation	\$0.00	\$0.00	\$0.00	\$0.00
Phase XX	\$0.00	\$0.00	\$0.00	\$0.00
Department Participation	\$0.00	\$0.00	\$0.00	\$0.00
Local Participation	\$0.00	\$0.00	\$0.00	\$0.00
Total Project Cost:	\$150,000.00	\$0.00	\$0.00	\$150,000.00

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 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:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which 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

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

1. 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 Florida Department of Transportation Design Manual ("FDM") 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 Gabriella Molina-Corbin, 850-245-7944 .
- 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 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 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 Insert restrict hours of operation, (insert days of the week for restricted operation), 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:

Ian Satter, District Public Information Officer
850-330-1205
Ian.Satter@dot.state.fl.us