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**JOINT PARTICIPATION AGREEMENT**

**BETWEEN**

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

**AND**

**OSCEOLA COUNTY**

This Agreement, made and entered into this 30th day of March, 2017, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and OSCEOLA COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

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

WHEREAS, the LOCAL GOVERNMENT by Resolution No. 17-023R dated the 13th day of March, 2017, a copy of which is attached hereto as Exhibit “F” and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as “Construction of Mast Arm Traffic Signals at the Intersection of Orange Avenue at the SunRail Tupperware Station in Conjunction with the Osceola County Orange Avenue Widening Project”, in Fiscal Year 2016/2017, said Project being known as FM #440986-1-58-01, hereinafter referred to as the “Project”; and

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

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform, or cause to be performed, the services to complete the Project.
WHEREAS, the intent of this Agreement is to establish the terms and conditions of the 
financing and the production of this Project; and

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

1. TERM
   A. The term of this Agreement shall begin upon the date of signature of the last party 
to sign. The LOCAL GOVERNMENT agrees to complete the Project by December 31, 2018, in 
accordance with the schedule described and contained in Exhibit “C” attached hereto. If the 
LOCAL GOVERNMENT does not complete the Project within the time period allotted, this 
Agreement will expire on the last day of the scheduled completion as provided in this paragraph 
unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted 
in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this 
Agreement will be considered termination of the Project.

2. SERVICES AND PERFORMANCES
   A. The LOCAL GOVERNMENT shall furnish, or cause to be furnished, the services 
to construct the Project which consists of: four-way mast arm traffic signals, and otherwise the 
LOCAL GOVERNMENT shall perform, or cause to be performed, all other necessary work to 
complete the Project, as specified in Exhibit “A”, Scope of Services, attached hereto and by this 
reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL 
GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

   B. The LOCAL GOVERNMENT agrees to undertake, or cause to be undertaken, the 
construction of the Project in accordance with all applicable federal, state and local statutes, rules 
and regulations.

   C. This Agreement, if applicable, shall act to supersede the normal requirements of 
the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for right-of-way 
utilization and this Agreement is deemed to constitute such permit.

   D. The LOCAL GOVERNMENT shall be responsible to assure that all 
clearances/permits required for the construction of the Project are secured from the appropriate 
permitting authorities.

   E. The LOCAL GOVERNMENT understands that they are responsible to assure that 
they or a responsible third party prepares all design plans for the Project, at the expense of the 
LOCAL GOVERNMENT together with a complete set of specifications covering all
construction requirements for the Project. One (1) copy of the design plans shall be provided to the DEPARTMENT’S Point of Contact, at the address listed on Page 10. Execution of this agreement shall be considered a Notice to Proceed. Any work performed prior to execution of this agreement will not be subject to reimbursement.

F. The LOCAL GOVERNMENT shall hire, or cause to be hired, a qualified contractor using the LOCAL GOVERNMENT’S normal bid or development procedures or processes to perform the construction work for the Project.

G. The LOCAL GOVERNMENT shall hire a qualified Consultant Construction Engineering Inspection firm (hereinafter “CCEI”) or provide other qualified personnel to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with County construction specifications or the 2016 Standard Specifications for Road and Bridge Construction, as amended from time to time. If applicable, the LOCAL GOVERNMENT’S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm, if one is retained, shall not be the same firm as that of the Engineer of Record for the Project.

H. If located on the State Highway System, the LOCAL GOVERNMENT shall require the contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

I. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents.

J. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

K. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.
L. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit “E”. 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.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is $500,000.00 (Five Hundred Thousand Dollars and No/100). The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit “A”, Scope of Services. This amount is based on the Method of Compensation, Exhibit “B” attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for one-half (50%) of the constructed improvements in an amount not to exceed $250,000.00 (Two Hundred Fifty Thousand Dollars and No/100) for the actual project costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’s participation.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 440986-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”, Scope of Services.

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

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

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

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

Alternative Pay Method: The Department will pay each monthly invoice to the LOCAL GOVERNMENT upon receipt of a certification to the DEPARTMENT from the LOCAL GOVERNMENT’S Project Manager that:

(a) The costs reflected on the monthly invoice have all been incurred by the LOCAL GOVERNMENT from its contractor prior to the date of the invoice; and

(b) That the costs are only incurred by the LOCAL GOVERNMENT from its contractor and are not costs otherwise incurred by the LOCAL GOVERNMENT; and

(c) That the costs are valid, reasonable, necessary, and allowable and that the costs have been incurred by the LOCAL GOVERNMENT’S contractor; and

(d) That the work is satisfactory and that it has been accepted by the LOCAL GOVERNMENT.
The invoice submitted must provide complete supporting documentation, including a copy of the contractor's invoice(s) to substantiate the costs reflected on the invoice. The payment to the LOCAL GOVERNMENT by the DEPARTMENT will be in an amount equal to, and will not be in excess of, the invoice received by the LOCAL GOVERNMENT from the LOCAL GOVERNMENT'S contractor. The cumulative amount of payments on monthly invoices by the DEPARTMENT will not exceed the DEPARTMENT'S participating amount as specified in Section 3 (B) above. For each subsequent invoice after the first invoice, the LOCAL GOVERNMENT shall include a statement that the previous month's cost incurred by the LOCAL GOVERNMENT’S contractor has been paid by the LOCAL GOVERNMENT along with proof of payment to the DEPARTMENT that the LOCAL GOVERNMENT’S contractor has been paid by the LOCAL GOVERNMENT within fifteen (15) days after receipt of payment from the DEPARTMENT. In no event will a subsequent invoice be paid by the DEPARTMENT so long as the LOCAL GOVERNMENT has failed to provide evidence to the DEPARTMENT that the prior invoice has been paid.

e) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

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

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar ($1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

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

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

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

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

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."
N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

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

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

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

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

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

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

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

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

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

6. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

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

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

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

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

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

DEPARTMENT
Holly Lopenski
Program Coordinator
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida  32720-6834
PH: 386-943-5520
Holly.Lopenski@dot.state.fl.us

Ty Garner
Project Manager
719 South Woodland Boulevard
DeLand, Florida  32720-6834
PH: (386) 943-5282
Ty.Garner@dot.state.fl.us

Vince Vacchiano
Construction Project Manager/MS 3-506
719 South Woodland Boulevard
DeLand, Florida  32720-6834
PH: (386) 943-5406
Vincent.Vacchiano@dot.state.fl.us

LOCAL GOVERNMENT
Mary Moskowitz
Senior Planner
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741
407-742-0648
Mary.Moskowitz@oseeola.org
IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this 13th day of March, 2017, and the DEPARTMENT has executed this Agreement this 30th day of March, 2017.

OSCEOLA COUNTY
By: BOARD OF COUNTY COMMISSIONERS

By:

Name: Brandon Askington
Title: Chairman/Vice Chairman

As approved by the Board on:
March 13, 2017

Attest:
Debra Davis, Deputy Clerk

Legal Review:
LOCAL GOVERNMENT Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:

Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Financial Provisions Approval by the Office of the Comptroller on:

January 25, 2017

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

March 27, 2017
Exhibit “A”

SCOPE OF SERVICES
Financial Management Number: 440986-1-58-01

Description:
The intent of the Project is to construct a four-way mast arm traffic signal at the Intersection of Orange Avenue at the SunRail Tupperware Station. The traffic signals will be constructed with painted mast arm structures.

Deliverables included in the Scope of Services are as follows:

A) Construct Mast Arm Traffic Signal using FDOT approved Mast Arms that meet 130 MPH design criteria.

B) Mast Arm structures shall be painted.

Defined Deliverables will be determined in the construction plans, when approved by the DEPARTMENT.

The contractor shall construct the Traffic Signal using FDOT approved Mast Arms as part of this Project.
Exhibit “B”

METHOD OF COMPENSATION
Financial Management Number: 440986-1-58-01

For satisfactory completion of all services detailed in Exhibit “A”, Scope of Work, of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT for one-half (50%) of the construction of the mast arm traffic signals in an amount not to exceed $250,000.00 (Two Hundred Fifty Thousand Dollars and No/100) for actual costs incurred.
Exhibit “C”

ESTIMATED PROJECT PRODUCTION SCHEDULE
Financial Management Number: 440986-1-58-01

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Exhibit “E”

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
And OSCEOLA COUNTY

PROJECT DESCRIPTION: “Construction of Mast Arm Traffic Signals at the Intersection of Orange Avenue at the SunRail Tupperware Station in Conjunction with the Osceola County Orange Avenue Widening Project”

FINANCIAL MANAGEMENT ID# 440986-1-58-01

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

By: _______________________________
Name: ____________________________
Title: ____________________________

ENGINEER’S CERTIFICATION OF COMPLIANCE

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

By: _______________________________ P.E.

SEAL:

Name: ______________________________

Date: ______________________________
Exhibit “F”

RESOLUTION
Financial Management Number: 440986-1-58-01
Resolution #17-023R

A resolution of the Board of County Commissioners of Osceola County, Florida authorizing execution of a Joint Participation Agreement with the Florida Department of Transportation.

Whereas, on October 19, 2015 the Osceola County Commissioner authorized Resolution #15-093R for the approval of a Developer’s Agreement between Osceola County and Deerfield Corporation for the design, permitting, mitigation and construction of Orange Avenue between Osceola Parkway and the Orange/Osceola County line; and

Whereas, the Florida Department of Transportation ("Department") is authorized to enter into Joint Participation Agreements with governmental entities such as Osceola County ("County") in accordance with Chapter 339.12, Florida Statutes; and

Whereas, the County desires to move forward with the construction of mast arm traffic signals at the intersection of Orange Avenue at the Tupperware Station in conjunction with the Orange Avenue Widening Project (the "Project"); and

Whereas, the implementation of the Project is in the interest of both the Department and the County.

Now, therefore, be it resolved, by the Board of County Commissioners of Osceola County, Florida that:

1. In regular session duly assembled, the Board of County Commissioners of Osceola County has considered the terms of the Joint Participation Agreement proposed by the Florida Department of Transportation and has determined the construction of mast arm traffic signals at the intersection of Orange Avenue at the Tupperware Station in conjunction with the Orange Avenue Widening Project would be in the public or community interest and for public welfare and does hereby authorize the Chairman to execute the Joint Participation Agreement on its behalf.

2. That a certified copy of this resolution is forwarded to the Florida Department of Transportation at DeLand, Florida.

Duly Adopted this 13th day of March, 2017.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: ____________________________
Chair / Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Debra A. Davis
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

March 13, 2017

Resolution #17-023R
FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

AS551
3/27/2017

CONTRACT INFORMATION

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FUNDS APPROVAL INFORMATION
FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 3/27/2017

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Total Amount: $250,000.00