


CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: December 19, 2016

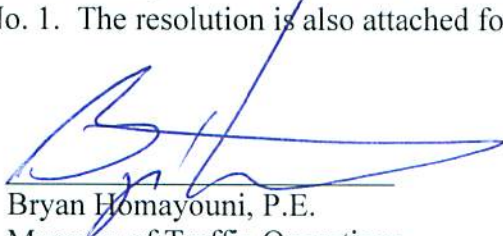
RE: Approval of Resolution for Execution of the Supplemental Amendment No. 1 to the Joint Participation Agreement with Florida Department of Transportation (FDOT) for LiDAR Accident Scanning Pilot Program and Authorization for Executive Director to execute Supplemental Amendment No. 1 Contract No. 001213

Board approval is requested to authorize the Executive Director to execute Supplemental Amendment No. 1 with FDOT and Central Florida Expressway Authority, increasing the reimbursable amount of compensation to CFX by \$100,000.00, to account for the MetroPlan commitment to the project.

The Board approved the 3D Laser Scanning Pilot Program at its meeting on May 12, 2016. This Supplemental Amendment will provide reimbursement to CFX for purchase of an additional laser scanner for use in the Program.

Original Contract Amount	\$100,000.00
Supplemental Amendment No. 1	<u>\$100,000.00</u>
Total Contribution by FDOT/MetroPlan	\$200,000.00

FDOT requires Board adoption of a formal resolution approving the execution of Supplemental Amendment No. 1. The resolution is also attached for approval.

Reviewed by: 
Bryan Homayouni, P.E.
Manager of Traffic Operations

JPA RESOLUTION
LiDAR Accident Scanning Pilot Program

WHEREAS, the State of Florida Department of Transportation and the Central Florida Expressway Authority desire to facilitate the LiDAR Accident Scanning Pilot Program and,

WHEREAS, the State of Florida Department of Transportation has requested the Central Florida Expressway Authority to execute and deliver to the State of Florida Department of Transportation Supplemental Amendment #1 for the Joint Participation Agreement for the aforementioned project, FPN 439109-1-98-01/02.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Central Florida Expressway Authority that Laura Kelley, Executive Director is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation Supplemental Amendment #1 for the Joint Participation Agreement for the aforementioned project, FPN 439109-1-98-01/02.

RESOLVED this _____ day of _____, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ATTEST:

(Chairman)

(Assistant Secretary)

(Date)

(Date)

Approved as to form and legality

Joseph L. Passiatore
General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**JOINT PARTICIPATION AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1**

EXECUTION DATE: _____

F M Number: 439109-1-98-01/02 Agency: Central Florida Expressway Authority Vendor No.: F591021557-005 Contract No: AS207	Fund: DS Function: 215 Contract Amount: \$200,000.00	FLAIR Approp: 088716 FLAIR Obj.: 516000 Org. Code: 55054010508
---	--	---

The terms of the original Joint Participation Agreement, executed on May 17, 2016, are hereby amended as follows:

- 1) The Scope of Services for this Project as stated in Exhibit "A" of the original agreement is amended as indicated on the attached Revised Scope of Services, Exhibit "A".
- 2) The Method of Compensation for this Project as stated in Exhibit "B" of the original agreement is amended as indicated on the attached Revised Method of Compensation, Exhibit "B". The total reimbursable amount for the project is now currently \$200,000.00.
- 3) This executed Supplemental Amendment Number 1 will serve as the Notice to Proceed for the LOCAL AGENCY to continue with the course of the project.

The following attachments are hereby incorporated into this Amendment:

Revised Scope of Services, Exhibit "A"
Revised Method of Compensation, Exhibit "B"

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name:
Title:

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

Attest:

Attest:

Executive Secretary (Seal)

Agency Legal Review:

Department Legal Review:

EXHIBIT "A"

REVISED SCOPE OF SERVICES **Financial Management Number: 439109-1-98-01/02**

Purpose

The objective of the LiDAR Accident Scanning Pilot Program is to reduce the amount of lane closure times experienced as a result of Signal 7 traffic events on limited access facilities within the Central Florida Region. This agreement is intended to solidify the current ongoing collaborative effort between the Central Florida Expressway Authority (CFX), the Florida Department of Transportation District Five (FDOT), Metro Plan Orlando Metropolitan Planning Organization (MPO) and the Florida Turnpike Enterprise (FTE) launched to investigate new technological methods that would assist the Florida Highway Patrol (FHP) and the Orlando Police Department (OPD) with conducting their traffic homicide investigations in a more effective and efficient manner. This initiative is anticipated to improve safety and reduce impacts to the motoring public by reducing the amount of secondary incidents and providing reduction in delays.

When a fatality occurs during a traffic incident, the site of the incident becomes a crime scene. For a guilty party to be prosecuted a court case requires homicide investigators to provide very specific details of the road conditions, speed limits, distance between vehicles and a full inventory of what is found on the road, such as skid markings or debris. Throughout the investigator's work, the site of the incident typically requires multiple lanes or the entire road to be closed. Investigators may spend many hours manually surveying the crash scene, taking measurements and collecting evidence with traditional equipment such as hand held cameras, tape measures and wheeled devices. This survey combined with additional investigative measures including interviewing witnesses can lead to long road closures. The effect of long road closure has a significant impact on traffic and pose a consequential cost to the economy. Studies have shown that the likelihood of a secondary crash occurring increases by 2.8 percent for each minute the primary accident continues to be a hazard. This increases the time that first responders must spend on roadway collision being exposed to hazards. Secondary crashes due to congestion caused by a previous crash are estimated to represent 20% of all crashes.

Objective

The objective of this Pilot Program is for CFX to purchase new survey technology for the local law enforcement agencies to use in traffic homicide investigations. Using enhanced surveying technology for roadway homicide investigations is an internationally practiced solution intended to expedite law enforcement's investigative process, thereby opening roads in a faster manner. This is a proven solution to aid in the reduction of closure times related to homicide incidents in many agencies, as further detailed below. Utilizing laser scanners to assist with getting roads open more expediently greatly reduces the potential for secondary crashes and reduces the amount of time first responders are exposed to roadside hazards.

Both of these units will be distributed for use in a three year trial period. The equipment procurement will include all licensing, maintenance, warranties, training, expert witness services and auxiliary components necessary to successfully operate, support and maintain the equipment. CFX will purchase and provide the manpower necessary to manage the Pilot Program and provide the reporting and accountability tracking to ensure the project is successful and provides useable information to all of the Stakeholders involved.

The equipment will be stored at FHP/OPD headquarters and be dispatched to all Signal 7 events within a 3 year period on limited access roadways. Both FHP and OPD will be responsible for the storage, transport and general care of the unit assigned to each respective department. FHP and OPD will track and record performance associated with the use of the LiDAR scanning equipment as identified by the program Stakeholders.

EXHIBIT "B"

REVISED METHOD OF COMPENSATION Financial Management Number: 439109-1-98-01/02

For satisfactory completion of all services detailed in Exhibit "A" (Deliverables) of this Agreement, the DEPARTMENT will compensate the LOCAL AGENCY an amount not to exceed \$200,000.00 (Two Hundred Thousand and No/100 Dollars) for actual costs incurred.

The LOCAL AGENCY may receive progress payments for actual costs incurred for deliverables, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment.

JPA RESOLUTION
LiDAR Accident Scanning Pilot Program

WHEREAS, the State of Florida Department of Transportation and the Central Florida Expressway Authority desire to facilitate the LiDAR Accident Scanning Pilot Program and,

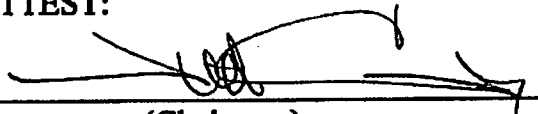
WHEREAS, the State of Florida Department of Transportation has requested the Central Florida Expressway Authority to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FPN 439109-1-98-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Central Florida Expressway Authority that Laura Kelley, Executive Director is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FPN 439109-1-98-01.

RESOLVED this 12th day of May, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ATTEST:



(Chairman)



(Assistant Secretary)

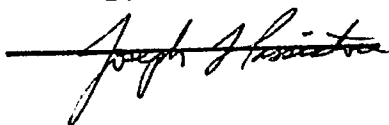
5/12/16

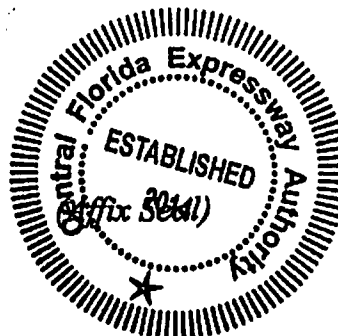
(Date)

5/12/16

(Date)

REVIEWED AND APPROVED
BY CFX LEGAL





TO: PG520DP@dot.state.fl.us

SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AS207

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AS207 Contract Type: Method of Procurement:
Vendor Name: E-PASS SERVICE C
Vendor ID: VF591021557005
Beginning date of this Agmt: 05/18/16
Ending date of this Agmt: 05/17/19

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(68)/STATUS

Action: ORIGINAL Funds have been: APPROVED
55 054010508 *A9 *516000 * 100000.00 *43910919801 *343 *
2016 *55150200 *088716/16
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 100,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 05/17/2016



Florida Department of Transportation

RICK SCOTT
GOVERNOR


719 South Woodland Boulevard
DeLand, Florida 32720

ANANTH PRASAD, P.E.
SECRETARY

MEMORANDUM

DATE: May 2, 2016

TO: Whom It May Concern

FROM: Frank J. O'Dea, Director of Transportation Development, District 5 

COPIES: Noranne Downs, D5 Department Heads

SUBJECT: **Delegation of Authority for Frank J. O'Dea**

Brenda Young will be acting as Director of Transportation Development from May 4, 2016 until May 20, 2016. Brenda will have full signature authority for me during this time.

In Brenda's absence I give the authority to Alan E. Hyman, Director of Transportation Operations, Annette Brennan, District Design Engineer, Susan Sadighi, District Modal Development Administrator, Mario Bizzio, District Program Manager and Brian Stanger, District Planning and Environmental Administrator as my designees to act in my stead and to sign documents on my behalf as the District Director of Transportation Development of the Department's District Five.

This authority is effective between May 4, 2016 and May 20, 2016 and will stay in effect until modified or rescinded by me. Any previous delegations are hereby rescinded and replaced by this document.

FJO:n

001213

Agency: Central Florida Expressway Authority Vendor No.: F591021557-0075 Contract No: AS207	Fund: DS Function: 215 Contract Amount: \$100,000.00	Financial Management No.: 439109-1-98-01 FLAIR Approp: 088716 FLAIR Obj.: 516000 Org. Code: 55054010508
---	--	---

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

This Agreement, made and entered into this 17th day of May, 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)**, a legislatively created entity of the State of Florida, (hereinafter referred to as the LOCAL AGENCY),

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 AGENCY by Resolution No. 2016-361, dated the 12th day of May, 2016, a copy of which is attached hereto as Exhibit "E" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Purchase of a single LiDAR Accident Scanning Unit to assist local law Federal Highway Patrol enforcement officers with conducting their traffic homicide investigations in a more effective and efficient manner", Fiscal Year 2015/2016, said Project being known as FM #439109-1-98-01, hereinafter referred to as the "Project"; and

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

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

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

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

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL AGENCY agrees to complete the Project by three (3) years from the date of execution of this agreement, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL AGENCY 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 AGENCY and granted in writing, by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. *After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties to assure that the parties provide for maintenance for the useful life of the equipment.*

2. SERVICES AND PERFORMANCES

A. The purpose of this Project is to provide funding only for the procurement of equipment and an equipment warranty that consists of new survey technology for the local law enforcement agencies to use in traffic homicide investigations, explicitly described in Exhibit "A". The further purpose of this Agreement is to state the terms and conditions upon which such funding will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

Nothing herein shall be construed as requiring the LOCAL AGENCY to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL AGENCY agrees to undertake the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. Upon request, the LOCAL AGENCY agrees to provide progress reports to the DEPARTMENT in the standard format used by the 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 constructed by the LOCAL AGENCY

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.

D. Upon completion of the work authorized by this Agreement, the LOCAL AGENCY shall notify the DEPARTMENT in writing of the completion of the Project, the form of which is attached hereto as Exhibit "D".

E. *The Florida Highway Patrol shall have possession of the equipment during the time period that the Project is active and they shall be responsible for the maintenance of the equipment in its possession. The LOCAL AGENCY shall return the equipment, provided to the Florida Highway Patrol, to the DEPARTMENT once the Project is complete, at which time the DEPARTMENT will be responsible for the maintenance of the equipment, provided to the Florida Highway Patrol, for the remaining useful life of the equipment purchased under this agreement. The DEPARTMENT will be the owner of the equipment at all times.*

3. COMPENSATION AND REIMBURSEMENT

A. **Project Cost:** The total estimated cost of the Project is \$300,000.00 (Three Hundred Thousand Dollars and No/100). The DEPARTMENT agrees to compensate the LOCAL AGENCY 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 AGENCY in an amount not to exceed \$100,000.00 (One Hundred Thousand Dollars and No/100) for actual project costs incurred, excluding LOCAL AGENCY overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL AGENCY agrees to bear all expenses in excess of the DEPARTMENT's participation.

C. 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, identified as Project Number 439109-1-98-01, 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 AGENCY 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 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" – 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 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 five (5) 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, and 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 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 AGENCY resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL AGENCY may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL AGENCY is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL AGENCY 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 AGENCY 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 AGENCY. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL AGENCY requests payment. Invoices which 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.

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 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.

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 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. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL AGENCY to the DEPARTMENT.

L. The contractor/consultant/vendor 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.

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 AGENCY to that effect.

4. COMPLIANCE WITH LAWS

A. 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. Failure by the LOCAL AGENCY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL AGENCY shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL AGENCY 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 AGENCY and the DEPARTMENT agree that the LOCAL AGENCY, 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 cancelled 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 AGENCY 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 AGENCY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL AGENCY 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 AGENCY, the DEPARTMENT shall notify the LOCAL AGENCY 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 AGENCY shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress, paid for by the DEPARTMENT, will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL AGENCY.

6. MISCELLANEOUS

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

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

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

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

i) The LOCAL AGENCY 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 contract; and

ii) The LOCAL AGENCY 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

Jeremy Dilmore
Program Coordinator
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
PH: 386-943-5360
E-mail Address: Jeremy.Dilmore@dot.state.fl.us

LOCAL AGENCY

Bryan Homayouni, P.E.
Manager of Traffic Operations
4974 ORL Tower Road
Orlando, Florida 32807
PH: 407-690-5333
E-mail Address: Bryan.Homayouni@cfxway.com

General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
E-mail Address: Joe.Passiatore@cfxway.com

IN WITNESS WHEREOF, the LOCAL AGENCY has executed this Agreement this 12th day of May, 2016, and the DEPARTMENT has executed this Agreement this 17 day of May, 2016.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: [Signature]
Name: Laura Kelley
Title: Executive Director

As approved by the Board on: 5/12/16

Attest:

[Signature]
Darla Manilla

Legal Review:

[Signature]
Joseph Florio
Authority Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

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

Attest:

[Signature]
Executive Secretary

Legal Review:

[Signature]

Financial Provisions Approval by
the Office of the Comptroller on:

4/15/2016

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

5/17/2016

Exhibit "A"

SCOPE OF SERVICES

Financial Management Number: 439109-1-98-01

Purpose

The objective of the LiDAR Accident Scanning Pilot Program is to reduce the amount of lane closure times experienced as a result of Signal 7 traffic events on limited access facilities within the Central Florida Region. This agreement is intended to solidify the current ongoing collaborative effort between the Central Florida Expressway Authority, (LOCAL AGENCY), the Florida Department of Transportation District Five (FDOT), MetroPlan Orlando Metropolitan Planning Organization (MPO) and the Florida Turnpike Enterprise (FTE) launched to investigate new technological methods that would assist the Florida Highway Patrol (FHP) with conducting their traffic homicide investigations in a more effective and efficient manner. This initiative is anticipated to improve safety and reduce impacts to the motoring public by reducing the amount of secondary incidents and providing reduction in delays.

When a fatality occurs during a traffic incident, the site of the incident becomes a crime scene. For a guilty party to be prosecuted a court case requires homicide investigators to provide very specific details of the road conditions, speed limits, distance between vehicles and a full inventory of what is found on the road, such as skid markings or debris. Throughout the investigator's work, the site of the incident typically requires multiple lanes or the entire road to be closed. Investigators may spend many hours manually surveying the crash scene, taking measurements and collecting evidence with traditional equipment such as hand held cameras, tape measures and wheeled devices. This survey combined with additional investigative measures including interviewing witnesses can lead to long road closures. The effect of long road closure has a significant impact on traffic and pose a consequential cost to the economy. Studies have shown that the likelihood of a secondary crash occurring increases by 2.8 percent for each minute the primary accident continues to be a hazard. This increases the time that first responders must spend on roadway collision being exposed to hazards. Secondary crashes due to congestion caused by a previous crash are estimated to represent 20% of all crashes.

Objective

The objective of this Pilot Program is for the LOCAL AGENCY to purchase new survey technology for the local law enforcement agencies to use in traffic homicide investigations on limited access right of way located within the geographic area of District Five of the DEPARTMENT. Using enhanced surveying technology for roadway homicide investigations is an internationally practiced solution intended to expedite law enforcement's investigative process, thereby opening roads in a faster manner. This is a proven solution to aid in the reduction of closure times related to homicide incidents in many agencies, as further detailed below. Utilizing laser scanners to assist with getting roads open more expediently greatly reduces the potential for secondary crashes and reduces the amount of time first responders are exposed to roadside hazards.

The equipment procurement will include all licensing, maintenance, warranties, training, expert witness services and auxiliary components necessary to successfully operate, support and maintain the equipment. The LOCAL AGENCY and the DEPARTMENT will provide funding; however, the LOCAL AGENCY will purchase and provide the manpower necessary to manage the Pilot Program and provide the reporting and accountability tracking to ensure the project is successful and provides useable information to all of the Stakeholders involved.

The equipment will be stored at FHP headquarters and be dispatched to all Signal 7 events within a 3 year period (or a longer period, as mutually agreed to by the parties hereto) on limited access roadways within the geographic area of the DEPARTMENT's District Five. Both the LOCAL AGENCY and FHP will be responsible for the storage, transport and general care of the units purchase hereunder. FHP will track and record performance associated with the use of the LiDAR scanning equipment as identified by the LOCAL AGENCY and the DEPARTMENT, including the estimated time savings associated with each response and the overall effectiveness of the equipment.

Scope

The DEPARTMENT will provide up to \$100,000 to the LOCAL AGENCY for the purchase of the LiDAR unit for use by FHP including all licensing, maintenance, warranties, training, expert witness services and auxiliary components necessary to successfully operate, support and maintain the equipment for a three year operational period, unless otherwise extended upon mutual consent by the parties hereto.

The LOCAL AGENCY will be responsible to provide the LiDAR unit to FHP and to assure that the Project is administered correctly by FHP, including providing adequate security, use, maintenance for the LiDAR units.

The LOCAL AGENCY will provide the DEPARTMENT with a summary of FHP performance as provided by FHP associated with the use of the LiDAR scanning equipment annually. The LOCAL AGENCY will administer the Project to assure the summary will include sufficient detail and description to the LOCAL AGENCY and the DEPARTMENT to ascertain the effectiveness of the LiDAR equipment and the increase in efficiency in clearing investigation scenes on limited access roadways in the DEPARTMENT's District Five geographic area.

Deliverables

The DEPARTMENT will provide up to \$100,000.00 to the LOCAL AGENCY for the purchase of the LiDAR unit for use by FHP including all licensing, maintenance, warranties, training, expert witness services and auxiliary components necessary to successfully operate, support and maintain the equipment for a three year operational period. *The agreement will remain open for the full length of the 3-year period for reporting requirements, unless otherwise extended upon mutual consent of the parties hereto.*

Exhibit "B"

METHOD OF COMPENSATION
Financial Management Number: 439109-1-98-01

For satisfactory completion of all services detailed in Exhibit "A" (Deliverables) of this Agreement, the DEPARTMENT will compensate the LOCAL AGENCY an amount not to exceed \$100,000.00 (One Hundred Thousand Dollars and No/100) for actual costs incurred.

The LOCAL AGENCY may receive progress payments for actual costs incurred for deliverables, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment.

Exhibit "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 439109-1-98-01

Exhibit "D"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

and

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT DESCRIPTION: Purchase of LiDAR Accident Scanning Equipment

FINANCIAL MANAGEMENT ID# 439109-1-98-01

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: _____

Exhibit "E"

RESOLUTION

Financial Management Number: 439109-1-98-01