Financial Project Number(s):  $N/\Lambda$ 

**COUNTY: ESCAMBIA** 

# JOINT PROJECT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PENSACOLA

#### **Video Detection Equipment**

This AGREEMENT is between the State of Florida Department of Transportation (the "DEPARTMENT"), and the City of Pensacola, with offices at 222 West Main Street Pensacola, FL 32502 (the "CITY"). The DEPARTMENT and the CITY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

- 1. The Parties are desirous of having the CITY install video detection equipment at four locations identified within this agreement, identified to the Parties as the "PROJECT"; and
- 2. The DEPARTMENT is prepared to reimburse the CITY for direct costs of purchasing video detection cameras for the PROJECT in an amount up to but not to exceed FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00) that it has allocated in the fiscal year designated as FY 2018; and
- 3. This AGREEMENT is in the best interest of both the Parties, and it would be more practical, expeditious, and economical for the CITY to perform such activities; and

**NOW THEREFORE,** in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, and in compliance with Sections 334.044 and 339.12, Florida Statutes, F.S., the Parties agree to the following:

#### 5 – SERVICES AND PERFORMANCE

- A. The recitals set forth in paragraphs 1-4 above are true and correct and are deemed incorporated herein.
- B. The CITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and adhere to the criteria for evaluating successful completion. The PROJECT and the

- quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" Scope of Services.
- C. The CITY shall obtain any and all necessary permits as required for completion of the PROJECT.
- D. The CITY agrees that all work performed and materials used in administering the PROJECT shall be in accordance with the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, Design Standards and Federal Manual of Uniform Traffic Control Devices ("MUTCD"), the DEPARTMENT'S Structures Design Manual, the DEPARTMENT'S Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Rule 14-51, Florida Administrative Code, and the DEPARTMENT'S Traffic Engineering Manual ("TEM"). The CITY shall not perform any work and/or use any materials in administering the PROJECT which are not in accordance with the foregoing without the prior written consent of the DEPARTMENT.
- E. If the CITY hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, F.S.).
- F. The CITY shall not sublet, assign or transfer this AGREEMENT without prior written consent of the DEPARTMENT.
- G. Upon completion of the work authorized by this AGREEMENT, the CITY shall notify the DEPARTMENT in writing of completion.

#### H. The CITY:

- i). 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 CITY during the term of the AGREEMENT; and
- ii). 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.
- I. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

#### FOR THE CITY:

City of Pensacola 222 West Main Street Pensacola, FL 32502 Attn: L. Derrik Owens, Public Works Director

#### FOR THE DEPARTMENT:

Florida Department of Transportation
District Traffic Operations Office
Post Office Box 607
Chipley, Florida 32428
Attn: Kenneth Shiver, District Traffic Systems Specialist

#### 6 - COMPENSATION AND PAYMENT

- A. The DEPARTMENT shall reimburse the CITY for direct costs of the PROJECT actually incurred by the CITY, excluding CITY overhead, in an amount up to but not to exceed FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00) that the DEPARTMENT has allocated in its fiscal year designated as FY 2018 for services described in Exhibit "A" Scope of Services. It shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to "roll over" to be available for expenditure by the CITY in subsequent fiscal years. Any additional costs, or other items not covered by this AGREEMENT shall be the CITY'S sole responsibility. The Method of Compensation is included as Exhibit "B."
- B. The DEPARTMENT shall reimburse the CITY contingent upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the canceled check tendered by the CITY to the consultant/contractor/vendor who performed the work or provided services or materials under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.
- C. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable 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 reimbursements.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" Scope of Services was met.

- i). See the Exhibit "B" for additional measurement and payment provisions.
- E. The CITY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapter 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The CITY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or If the corrective action plan is unacceptable to the contract non-compliance. DEPARTMENT, the CITY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the thencurrent billing period. The retainage shall be withheld until the CITY resolves the If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the retained amount during the next billing period. If the CITY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. The CITY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days unless bid specifications, purchase order, or the AGREEMENT specifies otherwise. 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.
- H. If a payment is not available within forty (40) days after receipt of a properly completed invoice, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that have to be returned to the CITY because of CITY 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- J. The DEPARTMENT shall make payment(s) by check payable to the City of Pensacola, and forward payment(s) to: L. Derrik Owens, 222 West Main Street Pensacola, FL 32502.
- K. 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.
- L. The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation of the Florida Legislature.
- M. 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 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 includes the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- N. There shall be no reimbursement for travel expenses under this AGREEMENT.
- O. The DEPARTMENT shall have the right to retain out of any payment due the CITY under this AGREEMENT an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the CITY on any other Agreement between the CITY and the DEPARTMENT.
- P. PROJECT costs eligible for DEPARTMENT participation shall be allowed only for costs incurred after the date of final execution of this AGREEMENT.

#### 7 – INDEMNITY AND INSURANCE

A. It is specifically agreed between the Parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the 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 CITY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the CITY or any subcontractor, in connection with this AGREEMENT. Additionally, the CITY agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this AGREEMENT.

"To the fullest extent permitted by law the CITY'S contractor shall indemnify and hold harmless the CITY, the State of Florida, Department of Transportation, and its 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 contractor and persons employed or utilized by contractor in the performance of this Contract.

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 CITY'S sovereign immunity.

To the fullest extent permitted by law, the CITY'S consultant shall indemnify and hold harmless the CITY, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the 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 CITY'S sovereign immunity."

B. If the CITY obtains a contractor/consultant for the PROJECT, The CITY shall carry or cause its contractor/consultant to carry and keep in force during the period of this AGREEMENT a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this AGREEMENT. In addition to any other forms of insurance or bonds required under the terms of the AGREEMENT, when it includes construction within the limits of a railroad right-of-way, the CITY must provide

or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended. The CITY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. With respect to any general liability insurance policy required pursuant to this AGREEMENT, all such policies shall be issued by companies licensed to do business in the State of Florida. The CITY shall provide to the DEPARTMENT certificates showing the required coverage to be in effect with endorsements showing the DEPARTMENT to be an additional insured prior to commencing any work under this AGREEMENT. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the DEPARTMENT or as provided in accordance with Florida law.

#### 8 - COMPLIANCE WITH LAWS

- A. The CITY shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this AGREEMENT. Specifically, if the CITY is acting on behalf of a public agency the COUNTY shall:
  - 1. Keep and maintain public records required by the DEPARTMENT in order to perform the services being performed by the CITY.
  - 2. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and upon request from the DEPARTMENT, provide the DEPARTMENT with a copy of the requested record at no cost to the DEPARTMENT.
  - 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 and following completion of the AGREEMENT if the CITY does not transfer the record to the DEPARTMENT.
  - 4. Upon completion of the AGREEMENT, transfer, at no cost to the DEPARTMENT, all public records related to the AGREEMENT in possession of the CITY or keep and maintain public records required by the DEPARTMENT to perform the service. If the CITY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the AGREEMENT, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

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

- B. The CITY warrants that it has not employed or obtained any company or person, other than bona fide employees of the CITY to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the CITY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
- C. The CITY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof. The CITY shall not discriminate on the grounds of race, color, religion, sex or national origin in performance of work under this AGREEMENT.
- D. This AGREEMENT is governed by and shall be construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.
- E. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- F. The CITY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT.
- G. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the CITY 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 CITY 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.
- H. 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.

#### 9 - TERMINATION AND DEFAULT

- A. If the DEPARTMENT determines the performance of the CITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the CITY 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 the DEPARTMENT will take whatever action is deemed appropriate by the DEPARTMENT.
- B. The DEPARTMENT may cancel this AGREEMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to terminate or cancel this AGREEMENT in the event the CITY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this AGREEMENT in the event of an assignment being made for the benefit of creditors. This AGREEMENT may be canceled by the CITY upon (60) sixty days written notice to the DEPARTMENT.
- C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the CITY, the DEPARTMENT shall notify the CITY 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 CITY shall be paid 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 will become the property of the DEPARTMENT and will be turned over promptly by the CITY.

#### 10 - MISCELLANEOUS

A. 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 oral or written. It is

further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- B. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
- C. In no event shall the making by the DEPARTMENT of any payment to the CITY 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 CITY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D. Unless otherwise provided herein or by Amendment, the provisions of this AGREEMENT will remain in full force and effect until the PROJECT is completed and appropriate reimbursements are made, or for a one (1) year term from the date of execution of this AGREEMENT, whichever occurs first.
- E. The CITY agrees to comply with, and to incorporate in all subcontracts the obligation to comply with, Section 20.055(5), Florida Statutes and Section 255.0991, Florida Statutes.
- F. The effective date of this AGREEMENT shall be the latest date on which a party executes this AGREEMENT.

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

CITY OF PENSACOLA	STATE OF FLORIDA
	DEPARTMENT OF TRANSPORTATION
Ву:	By:
Name:	Phillip Gainer, P.E.
Title:	District Secretary
Date:	Date:
ATTEST:	ATTEST:
By:	By:
Name:	Krissy Cook
Title:(Sea	l) Executive Secretary (Seal)
LEGAL REVIEW:	LEGAL REVIEW:
By:	By:
Title:	Office of the General Counsel

#### **EXHIBIT "A"**

#### **SCOPE OF SERVICES**

#### **Video Detection Equipment**

#### **Project Summary:**

This PROJECT involves the deployment of GRIDSMART video detection equipment at four intersections within the City of Pensacola. The use of GRIDSMART video detection allows the CITY to have versatility with the video detection equipment including traffic monitoring within the four intersection as well as collecting traffic data.

#### Scope of Services/Deliverables:

The Scope of Services for this AGREEMENT includes all work, labor, activities, services, materials and equipment that is necessary to successfully install a GRIDSMART video detection system at the intersections identified below in the City of Pensacola.

Intersection	Number of	Camera
	Cameras	Type
Garden Street & Palafox Street	1	Single
Garden Street & A Street	1	Single
Cervantes Street & A Street	1	Single
Pace Boulevard & Barrancas Avenue	2	Dual

All parts, cabling, hardware, installation and integration will be the responsibility of the City of Pensacola.

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

Benefits to the CITY addressed in this AGREEMENT will provide more efficient overall traffic management through the corridor by providing better tools to the traffic management system operations personnel. It provides increased traffic monitoring, increased data collection capabilities and reporting and overall safety of the public utilizing the public infrastructure.

# EXHIBIT "B" METHOD OF COMPENSATION

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this AGREEMENT, the DEPARTMENT shall reimburse The CITY for direct costs of the PROJECT actually incurred by the CITY, excluding CITY overhead, in an amount up to but not to exceed FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00). The DEPARTMENT shall reimburse up to but not exceeding \$13,500 for single camera units and up to but not exceeding \$17,200 for the dual unit. Method of Compensation shall be based on 3 single units and 1 dual unit with proper documentation of Invoice from vendor. Invoices and other backup documentation shall be clearly associated with the goal of procurement of video detection equipment for use within four intersections as stated in this AGREEMENT. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the CITY should seck advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT in some cases may require a memorandum of justification or clarification from the CITY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The CITY may receive progress payments up to the DEPARTMENT's participation limit for deliverables based on documentation of Invoice from vendor, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

### **EXHIBIT "C"**

## BOARD OF COUNTY COMMISSION RESOLUTION OR MEETING MINUTES FOR VIDEO DETECTION EQUIPMENT