



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

April 20, 2015

MAY 05 2015 NP/BH

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
May 5, 2015 BCC Meeting
Second Amendment to Force Main Utility Line Construction
Agreement (I-Drive Investors)
Contact Person: Andres Salcedo, P. E., Assistant Director
Utilities Department
407-254-9719**

The Force Main Utility Line Construction Agreement between Orange County and I-Drive Investors, LLC was executed on May 21, 2009. The agreement sets forth the terms under which I-Drive Investors will replace an inactive Orange County force main and receive reimbursement in an amount not to exceed \$204,230. The agreement specifies a project completion date within three years from the date of execution. The First Amendment to the Agreement was approved by the BCC on March 6, 2012, extending the completion deadline by five years.

I-Drive Investors has experienced delays in initiating the site development project associated with the force main construction and has requested an additional extension. Approval of this second amendment extends the deadline for completion of the force main construction by an additional five years. All other terms and conditions of the original agreement are unchanged.

Orange County Attorney's Office staff has reviewed the second amendment and finds it acceptable as to form. Utilities Department staff recommends approval.

Action Requested: Approval of Second Amendment to Force Main Utility Line Construction Agreement by and between I-Drive Investors, LLC and Orange County, Florida, extending the project completion deadline by five years.

District 6.

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MAY 05 2015 NE/KH

**SECOND AMENDMENT TO FORCE MAIN UTILITY LINE CONSTRUCTION
AGREEMENT**

THIS SECOND AMENDMENT TO FORCE MAIN UTILITY LINE CONSTRUCTION AGREEMENT (the "Amendment") is made and entered into as of the date of last execution below, by and between **I-DRIVE INVESTORS, LLC**, a Florida limited liability company (the "DEVELOPER") whose address is 2730 SW 3rd Avenue, Suite 701, Miami, FL 33129 and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida, 32801 (the "COUNTY"). Hereinafter, DEVELOPER and COUNTY may also be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Developer and the County entered into the Force Main Utility Line Construction Agreement effective May 21, 2009;

WHEREAS, the Developer and the County amended the Force Main Utility Line Construction Agreement effective March 6, 2012;

WHEREAS, the Parties desire to extend the term of the Agreement to require that the Developer complete the Utility Work, as defined in the Agreement within five years after the Effective Date of this Amendment,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

SECTION 1. RECITALS INCORPORATED.

All the recitals contained herein are true and correct, and are incorporated herein and made a part of this Second Amendment by this reference.

SECTION 2. MODIFICATIONS TO SECTION 9 OF THE AGREEMENT.

Section 9 of the Agreement is hereby amended and restated in its entirety to read as follows (additions are shown with underlining and deletions are shown with ~~strikethroughs~~):

SECTION 9. EFFECTIVE DATE AND TERM AND NATURE OF AGREEMENT.

This Agreement shall be effective as of May 21, 2015 (the "Effective Date"). The DEVELOPER will take such actions as are necessary to complete the Utility Work within ~~three (3)~~ five (5) years after the Effective Date of this Agreement, at which time this Agreement shall terminate unless otherwise extended. If the DEVELOPER is unable to obtain all necessary approvals for the construction of

the Utility Work from the COUNTY or any other governmental agency or is unable to negotiate construction contracts for the Utility Work acceptable to DEVELOPER in its sole discretion, the sole remedy to either Party shall be the termination of the Agreement and neither Party shall be liable for or be entitled to bring any action against the other for damages.

SECTION 3. AGREEMENT IN FULL FORCE. Except as expressly modified herein, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have below caused this Amendment to be executed in manner and form and by persons and/or officers thereunto duly authorized.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Print: **Katie Smith**

Date: **MAY 05 2015**

I-DRIVE INVESTORS, LLC

Title AUTHORIZED REPRESENTATIVE

Printed Name JORGE ORTEGA

Date: 03/31/2015

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of march, 2015 by Jorge Ortega, as Authorized Representative, on behalf of the I-Drive Investors, LLC, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Annemarie Perez
Notary Public Signature

Annemarie Perez
(Name typed, printed or stamped)

Notary Public, State of Florida
Commission No.: EE095530
My Commission Expires: 5-18-15