



Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: April 26, 2016

March 24, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: **Renzo Nastasi, AICP, Manager**
Transportation Planning Division

PHONE NUMBER: **(407) 836-8072**

Handwritten initials "RN" and a signature in black ink.

SUBJECT: Resolution and Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County

Pursuant to the attached Locally Funded Agreement (LFA) and Resolution, the State of Florida Department of Transportation (FDOT), at the request of Orange County, shall upgrade existing strain pole signals to galvanized mast arm signals at the intersection of State Road 50 (Colonial Drive) and Old Cheney Highway in Fiscal Year 2016/2017. This work is an upgrade improvement to the Adopted Five-Year Work Program project described as, "Access Management/Safety Project on State Road 436 from North of State Road 50 to North of Old Cheney Highway," FM# 434425-1-52-02. The County shall therefore pay FDOT \$88,566 to offset the mast arm upgrade cost incurred by the State.

The County Attorney's Office, the Risk Management Division and the Transportation Planning Division have reviewed the subject agreement and find it acceptable.

Action Requested: Approval and execution of Resolution of the Orange County Board of County Commissioners regarding the Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County, Florida for the Mast Arms Upgrade at the Intersection of State Road 436 and Old Cheney Highway and FM# 434425-1-52-02 Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County. District 5.

MM/RN/bh/am

Attachment

Agency: Orange County	Fund: LF	Financial Management No.:
Vendor No: F5960200773 011	Contract Amount: \$88,566.00	434425-1-52-02

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY**

This **AGREEMENT**, made and entered into this ____ day of _____, 2016, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”) and **ORANGE COUNTY**, a Charter County and 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, a copy of which is attached hereto as Exhibit “C”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: “Access Management/Safety Project on State Road 436 from North of State Road 50 to North of Old Cheney Highway”, said Project being known as Financial Management (FM) Number 434425-1-52-02, hereinafter referred to as the “Project”; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds for: Mast Arms Upgrade at the Intersection of State Road 436 and Old Cheney Highway, in Fiscal Year 2016/2017, said Project being known as FM# 434425-1-52-02, and said improvements shall hereinafter be referred to as the “Additional Improvements”; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in "Exhibit A";

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

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the Access Management/Safety Project on State Road 436 from North of State Road 50 to North of Old Cheney Highway and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect, maintain, repair and replace the galvanized mast arms in perpetuity in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement previously signed by the parties hereto and as specified in Exhibit "A", Scope of Services. The parties agree that, upon

installation, the galvanized mast arm structures shall be owned by the DEPARTMENT and the DEPARTMENT shall be entitled to inspect the mast arm structures at all times.

5. Contribution by the LOCAL GOVERNMENT of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Improvements is **\$88,566.00 (Eighty Eight Thousand Five Hundred Sixty Six Dollars and No/100)** as set forth the Exhibit "B" attached hereto and made a part hereof. The DEPARTMENT'S performance and obligation to construct the Project 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 written notice to the COUNTY to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, at least fourteen (14) calendar days prior to the DEPARTMENT'S advertising the Project for bid, furnish the DEPARTMENT a lump sum contribution in the amount of **\$88,566.00 (Eighty Eight Thousand Five Hundred Sixty Six Dollars and No/100)** for full payment of the estimated cost of the Additional Improvements as set forth in Exhibit "B". The lump sum contribution shall be the total estimated cost for the Additional Improvements. The DEPARTMENT may utilize this deposit for payment of the cost of the Project.

(C) If the actual cost of the Additional Improvements is less than the funds provided the excess will be applied to other phases on the project.

(D) Both parties further agree that in the event the Additional Improvements are not constructed or this Agreement is terminated prior to commencement of construction of the Project, the funds provided by the LOCAL GOVERNMENT for construction of the Additional Improvements will be returned to the LOCAL GOVERNMENT. However, in the event the LOCAL GOVERNMENT decides not to participate in the Additional Improvements of the Project prior to construction, the LOCAL GOVERNMENT agrees to furnish the DEPARTMENT 25% (twenty five percent) of the estimated Additional Improvements cost to cover the extra cost associated with design plan revisions. The LOCAL GOVERNMENT will provide the 25% charge to the DEPARTMENT within fourteen (14) calendar days of notification that the LOCAL GOVERNMENT will not participate in this Agreement. If in the event the LOCAL

GOVERNMENT has made the advance deposit required herein prior to their decision not to participate, the DEPARTMENT shall be entitled to retain 25% of the advance deposit amount and to remit the 75% balance to the LOCAL GOVERNMENT.

(E) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(F) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the contribution.

(G) Contact Persons:

Florida Department of Transportation

Holly Lopenski	Heather Johnstone, P.E.
Program Management /MS 4-520	Project Manager/MS 542
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5520	PH: (386) 943-5540
holly.lopenski@dot.state.fl.us	heather.johnstone@dot.state.fl.us

Local Government

Hazem El-Assar, P.E.
Chief Engineer
Orange County Traffic Engineering
4200 South John Young Parkway
Orlando, Florida 32839
(407) 836-7866
Hazem.El-Assar@ocfl.net

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 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.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to 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 such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. 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.

10. 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.

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

(A) 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

(B) 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.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement
this _____ day of APR 26 2016, 2016, and the DEPARTMENT has executed
this Agreement this 11th day of May, 2016.

ORANGE COUNTY, FLORIDA
By: **BOARD OF COUNTY COMMISSIONERS**

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

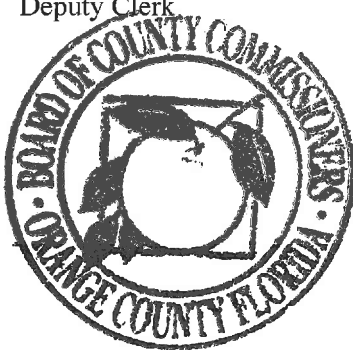
By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

By: *Frank J. O'Dea*
Frank J. O'Dea, P.E.
Director of Transportation Development

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

Attest:
William Keizer
Executive Secretary

for By: *Nellie Pez*
Deputy Clerk



Legal Review:
[Signature]
FDOT Attorney

Financial Provisions Approved by
the Office of Comptroller

February 10, 2016

Authorization Received From
The Comptroller's Office As
To Availability of Funds:

N/A

Exhibit "A"

SCOPE OF SERVICES

Mast Arm Signal Upgrades FM#: 434425-1-52-02

The LOCAL GOVERNMENT wishes to upgrade from concrete strain poles to galvanized mast arm structures at the Intersection of State Road 436 and Old Cheney Highway.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the signalization construction contract at the above referenced intersection.

The LOCAL GOVERNMENT is responsible for the cost difference between the concrete strain pole system and the galvanized mast arm structures. The LOCAL GOVERNMENT shall be responsible for preventive and periodic maintenance of the galvanized mast arm signals, in perpetuity, as stated in the Traffic Signal Maintenance and Compensation Agreement, dated June 18, 2015.

Exhibit "B"

Estimate

FM# 434425-1-52-01

SUMMARY OF ESTIMATED BID PRICES FOR MAST ARMS

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

ESTIMATED COST

Pay Item Number	Description	Quantity	Unit Price	Estimated Cost
Mast Arm Estimate:				
630-2-11	Conduit Open Trench	176	\$7.68	\$1,351.68
630-2-12	Conduit Directional Bore	980	\$17.66	\$17,306.80
630-2-14	Conduit Aboveground	61	\$24.29	\$1,481.69
632-7-1	Signal Cable	1	\$4,804.03	\$4,804.03
632-7-6	Signal Cable, Remove – Intersection	1	\$786.30	\$786.30
633-1-122	Fiber Optic Cable, Underground	866	\$2.28	\$1,974.48
633-1-410	Fiber Optic Cable, Relocate, Overhead	219	\$5.21	\$1,140.99
633-2-31	Fiber Optic Connection, Install, Splice	124	\$41.13	\$5,100.12
633-3-11	Fiber Optic Connection, Hardware Splice Enclosure	3	\$739.70	\$2,219.10
633-3-12	Fiber Optic Connection, Hardware Splice Tray	11	\$52.62	\$578.82
633-3-13	Fiber Optic Connection, Hardware Preterminated Connector Assembly	2	\$39.31	\$78.62
633-3-15	Fiber Optic Connection, Hardware Preterminated Patch Panel	2	\$1,404.13	\$2,808.26
635-2-11	Pull & Splice Box, 13"x24" Cover Size	17	\$420.38	\$7,146.46
635-2-13	Pull & Splice Box, 30"x60" Rectangular Or 36" Round Cover Size	3	\$2,269.37	\$6,808.11
639-1-122	Electrical Power Service, Underground Meter Purchased By Contractor	1	\$5,442.30	\$5,442.30
639-1-610	Electric Power Service, Remove, Overhead	1	\$675.90	\$675.90
639-2-1	Electrical Service Wire	20	\$4.78	\$95.60
641-2-12	Prestressed Concrete Pole, Type P-II Service Pole	1	\$1,077.20	\$1,077.20
641-2-70	Prestressed Concrete Pole, Shallow Pole Removal – Pole 30' & Greater	4	\$1,901.12	\$7,604.48
643-600	Strain Pole, Wood, Remove	1	\$461.35	\$461.35
646-1-11	Aluminum Signals Pole, Pedestal	6	\$941.84	\$5,651.04

646-1-12	Aluminum Signals Pole, Pedestal Detector Post	2	\$461.06	\$922.12
649-31-202	Mast Arm Wind Speed 130 Single Arm W/O Luminaire, Arm Length 46	1	\$27,459.07	\$27,459.07
649-31-299	Mast Arm Custom Wind Speed, Custom Arm Length	2	\$53,000.00	\$106,000.00
650-1-14	Traffic Signal Aluminum, 3 Section, 1 Way	12	\$1,036.90	\$12,442.80
650-1-16	Traffic Signal Aluminum, 4 Section, 1 Way	3	\$1,206.13	\$3,618.39
653-1-11	Pedestrian Signal, LED, Countdown, 1 Way	2	\$611.97	\$1,223.94
653-1-12	Pedestrian Signal, F&I LED Countdown, 2 Way	3	\$1,050.02	\$3,150.06
660-4-11	Vehicle Detection System - Video Cabinet Equipment	1	\$6,893.62	\$6,893.62
660-4-12	Vehicle Detection System - Video Above Ground Equipment	6	\$4,674.37	\$28,046.22
663-1-110	Signal Priority And Preemption System, Optical, Complete	2	\$4,162.20	\$8,324.40
665-1-11	Pedestrian Detector, Standard	8	\$225.57	\$1,804.56
670-5-112	Traffic Controller Assembly, NEMA 2 Preemption	1	\$24,708.34	\$24,708.34
670-5-600	Traffic Controller Assembly, Remove Controller With Cabinet	1	\$438.21	\$438.21
682-1-113	ITS CCTV Camera, Dome PTZ Enclosure, Pressurized, IP, High Definition	1	\$4,941.99	\$4,941.99
684-1-1	Managed Field Ethernet Switch	1	\$1,825.30	\$1,825.30
700-5-22	Internally Illuminated Sign, Overhead Mount, 12-18 SF	8	\$3,588.74	\$28,709.92
			TOTAL	\$335,102.27

Strain Pole Estimate:

Pay Item Number	Description	Quantity	Unit Price	Estimated Cost
630-2-11	Conduit Open Trench	176	\$7.68	\$1,351.68
630-2-12	Conduit Directional Bore	980	\$17.66	\$17,306.80
630-2-14	Conduit Aboveground	61	\$24.29	\$1,481.69
632-7-1	Signal Cable	1	\$4,804.03	\$4,804.03
632-7-6	Signal Cable, Remove – Intersection	1	\$786.30	\$786.30
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633-1-410	Fiber Optic Cable, Relocate, Overhead	219	\$5.21	\$1,140.99
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633-3-11	Fiber Optic Connection, Hardware Splice Enclosure	3	\$739.70	\$2,219.10
633-3-12	Fiber Optic Connection, Hardware Splice Tray	11	\$52.62	\$578.82
633-3-13	Fiber Optic Connection, Hardware Preterminated Connector Assembly	2	\$39.31	\$78.62
633-3-15	Fiber Optic Connection, Hardware Preterminated Patch Panel	2	\$1,404.13	\$2,808.26
634-4-153	Span Wire Assembly, F&I, Two Point, Box	1	\$5,634.04	\$5,634.04

635-2-11	Pull & Splice Box, 13"x24" Cover Size	17	\$420.38	\$7,146.46
635-2-13	Pull & Splice Box, 30"x60" Rectangular Or 36" Round Cover Size	3	\$2,269.37	\$6,808.11
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639-1-610	Electric Power Service, Remove, Overhead	1	\$675.90	\$675.90
639-2-1	Electrical Service Wire	20	\$4.78	\$95.60
641-2-11	Prestressed Concrete Pole, Type P-II	4	\$1,028.51	\$4,114.04
641-2-17	Prestressed Concrete Pole, Type P-VII	4	\$11,487.47	\$45,949.88
641-2-70	Prestressed Concrete Pole, Shallow Pole Removal – Pole 30' & Greater	4	\$1,901.12	\$7,604.48
643-600	Strain Pole, Wood, Remove	1	\$461.35	\$461.35
650-1-14	Traffic Signal Aluminum, 3 Section, 1 Way	12	\$1,036.90	\$12,442.80
650-1-16	Traffic Signal Aluminum, 4 Section, 1 Way	3	\$1,206.13	\$3,618.39
653-1-11	Pedestrian Signal, LED, Countdown, 1 Way	8	\$611.97	\$4,895.76
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700-5-22	Internally Illuminated Sign, Overhead Mount, 12-18 SF	8	\$3,588.74	\$28,709.92

Strain pole total \$246,537.00

Mast Arm Total \$335,103.00

Less Strain Pole Credit \$246,537.00

LFA Estimate \$ 88,566.00

Exhibit "C"

Resolution

FM# 434425-1-52-02