



**Interoffice Memorandum**

BCC Mtg. Date: April 26, 2016

March 24, 2016

TO: Mayor Teresa Jacobs  
and the 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**

A handwritten signature in black ink, appearing to be "M. Massaro".

**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 535 and International Drive South in Fiscal Year 2016/2017. This work is an upgrade improvement to the Adopted Five-Year Work Program project described as, "Intersection Improvements at State Road 535 and International Drive South," FM# 423029-1-52-02. The County shall therefore pay FDOT \$74,500 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 Mast Arms Upgrade at the Intersection of State Road 535 and International Drive South and FM# 423029-1-52-02 Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County. District 1.**

MM/RN/bs/am

Attachment

Agency: <b>Orange County</b>	Fund: <b>LF</b>	Financial Management No.:
Vendor No: <b>F5960200773 011</b>	Contract Amount: <b>\$74,500.00</b>	<b>423029-1-52-02</b>

**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: “Intersection Improvements at State Road 535 and International Drive South”, said Project being known as Financial Management (FM) Number 423029-1-52-02, 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 535 and International Drive South, in Fiscal Year 2016/2017, said Project being known as FM# 423029-1-52-02, 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 Intersection Improvements State Road 535 at International Drive South 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. 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 **\$74,500.00 (Seventy Four Thousand Five Hundred 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 **\$74,500.00 (Seventy Four Thousand Five Hundred Dollars and No/100)** for full payment of the estimated cost of the Additional Improvements as set forth the 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	Kevin Marquez, E.I.
Program Management /MS 4-520	Project Manager/MS 3-562
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5520	PH: (386) 943-5527
Holly.Lopenski@dot.state.fl.us	Kevin.Marquez@dot.state.fl.us

**Local Government**

Brian Sanders, E.I.  
Chief Planner  
Orange County Transportation Planning Division  
4200 South John Young Parkway  
Orlando, Florida 32839  
(407) 836-8079  
Brian.Sanders@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 11<sup>th</sup> 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:  
*Martha O. Haynie*  
Executive Secretary

By: *Keelin Perry*  
Deputy Clerk



Legal Review:  
*[Signature]*  
FDOT Attorney

Financial Provisions Approved by  
the Office of Comptroller

February 26, 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#: 423029-1-52-02

The LOCAL GOVERNMENT wishes to upgrade from concrete strain poles to galvanized mast arm structures at the Intersection of State Road 535 and International Drive South.

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# 423029-1-52-02

#### **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
649-31-205	Mast Arm, F&I, 130, Single W/O Lum, Length 78'	3	\$37,500	\$112,500
			<b>Total</b>	<b>\$112,500</b>
641-2-18	Prest. Concrete Pole (F&I) TYPE P-VIII	4	\$9,500	\$38,000
			<b>Strain pole credit</b>	<b>\$38,000</b>
			<b>LFA Estimate</b>	<b>\$74,500</b>

## Exhibit "C"

### Resolution

FM# 423029-1-52-02