



Interoffice Memorandum

October 21, 2015

**SEE MINUTES
FOR MOTION
NOV 17 2015 CS/BS**

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

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

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

PHONE NUMBER: (407) 836-8072

SUBJ: Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County (State Road 400/I-4 and Daryl Carter Parkway Interim Interchange Analysis)

At the request of the County, the Florida Department of Transportation (FDOT) has agreed to initiate an analysis to assess the viability of constructing an interim interchange located at I-4 and Daryl Carter Parkway. In order to validate the functionality of the interim interchange, the FDOT proposes to conduct an analysis to be included in the on-going I-4 Systems Access Modification Report (SAMR). The interim interchange is intended to provide access to adjacent properties and the surrounding County roadways. This project, if constructed, will serve as a temporary interchange until the Beyond the Ultimate I-4 project is fully constructed.

The Agreement stipulates that the FDOT will conduct the analysis subject to the County paying for the study at a cost of \$197,176 (One Hundred Ninety Seven Thousand One Hundred Seventy Six Dollars). The methodology and description of the project purpose are included with the pertinent invoice.

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

Action Requested: Approval of the Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County (State Road 400/I-4 and Daryl Carter Parkway Interim Interchange Analysis Financial Project #432100-1-22-05). District 1.

MVM/RN/am

Agency: Orange County Vendor No.: F596000773	Fund: LF Contract Amount: \$197,176.00	Financial Project Number: 432100-1-22-05
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY**

This AGREEMENT, made and entered into this 25th day of November, 2015, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and ORANGE COUNTY, a charter county and 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 "B", 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 Adopted Five Year Work Program, to undertake the Project described as the "State Road 400/I-4 and Daryl Carter Parkway Interim Interchange Analysis", which is programmed in the DEPARTMENT'S Fiscal Year 2015/2016, said Project being known as Financial Management Number 432100-1-22-05, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Five Year 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 funding for the Project;

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 and the DEPARTMENT. 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 perform the services, as defined in the Scope of Services, attached hereto as Exhibit "A", Scope of Services. 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.

3. Participation by the LOCAL GOVERNMENT of the funds for the Project shall be made as follows:

A. The DEPARTMENT'S current estimate of the Project cost is **\$197,176.00 (One Hundred Ninety Seven Thousand One Hundred Seventy Six Dollars and No/100)**.

B. LOCAL GOVERNMENT Participation: The LOCAL GOVERNMENT agrees that it will, upon execution of this Agreement, furnish the DEPARTMENT a lump sum contribution in the amount of **\$197,176.00 (One Hundred Ninety Seven Thousand One Hundred Seventy Six Dollars and No/100)** for full payment of the estimated Project cost for the Project. The DEPARTMENT may utilize this deposit for payment of the cost of the Project.

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

D. The DEPARTMENT and the LOCAL GOVERNMENT agree that the payment shall be an asset of the DEPARTMENT for the cost of the work. The DEPARTMENT

agrees that the Project Costs payable by the LOCAL GOVERNMENT is based on the consultant contract price only. DEPARTMENT staff time and internal costs shall not be the responsibility of the LOCAL GOVERNMENT.

4. 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 shall be provided three (3) paper copies and three (3) digital copies of the final study results.

5. In the event this Agreement is for services in excess of \$25,000.00 (TWENTY FIVE THOUSAND DOLLARS) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

“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 such 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 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 1 year.”

6. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the other party 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.

7. 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.

8. 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.

9. Contact Persons:

Florida Department of Transportation

Holly Lopenski Program Coordinator/MS 4-520 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5520 holly.lopenski@dot.state.fl.us	Beata Stys-Palasz, P.E. Senior Project Manager 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5418 beata.stys-palasz@dot.state.fl.us
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Orange County

Renzo Nastasi
Orange County Public Works
Manager of Transportation Planning Division
4200 South John Young Parkway
Orlando, Florida 32839-9205
PH: 407-836-8072
Renzo.Nastasi@ocfl.net

Mark Massaro, P.E.
Orange County Public Works Director
4200 South John Young Parkway
Orlando, Florida 32839-9205
PH: 407-836-8030
Mark.Massaro@ocfl.net

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of NOV 17 2015, 2015, and the DEPARTMENT has executed this Agreement this 25th day of November, 2015.

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

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: *Teresa Jacobs*
Teresa Jacobs
Mayor

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

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

Attest:

By: *M. Haynie*
(SEAL)

Robert Dejeu
Executive Secretary



Legal Review: *[Signature]*

Financial Provisions Approval by
Department of Comptroller:

September 15, 2015

EXHIBIT “A”

Scope of Services

I-4 and Daryl Carter Parkway Interchange Analysis for Phase Construction

FM# 432100-1-22-05

Purpose

This scope of work is to analyze and prepare documentation related to the I-4 and Daryl Carter Parkway interchange evaluation for phase construction implementation. The I-4 and Daryl Carter Parkway interchange will be analyzed to be constructed in phases and the phased construction will be included in the on-going I-4 Systems Access Modification Report (I-4 SAMR) Re-evaluation in support of the I-4 Beyond the Ultimate (BtU) PD&E Re-evaluation Study. The evaluation will include the phased construction of the Interchange prior to I-4 BtU construction.

Task 1: Study Methodology

A methodology will be developed to analyze the I-4 and Daryl Carter Parkway interchange phased construction. The methodology will delineate the study area to be evaluated, the analysis years to be evaluated, and the analysis procedures to be used as well as key assumptions to be used in developing design traffic and how the analysis will be incorporated into the I-4 SAMR. The methodology will be presented and discussed with FDOT Central Office and FHWA in a meeting and revisions will be made to address issues.

Product: Memorandum documenting the methodology to be used in the study and meeting notes.

Task 2: Development of Design Traffic

Design traffic volumes to be used in the HCM and VISSIM operational analyses will be prepared. Forecast traffic volumes for 2020 and 2030 within the influence area for the proposed interchange at I-4 and Daryl Carter Parkway will be developed. The methodology used will maintain consistency with the already approved I-4 SAMR Re-evaluation (for Beyond the Ultimate improvements) traffic development methodology. The overall study area is depicted in Figure 1.

Product: Technical memorandum, including figures, documenting the design traffic development process and results. Electronic analysis files.

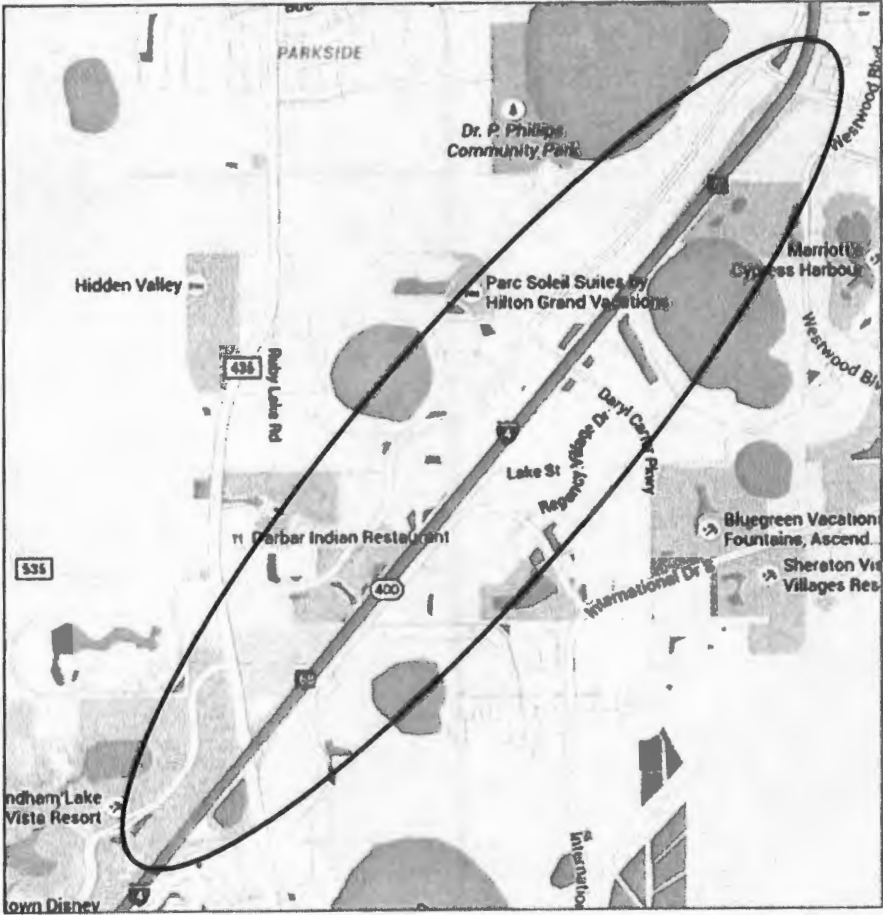


Figure 1. Study Area

Task 3: Highway Capacity Analysis

A Highway Capacity analysis using Synchro and the Highway Capacity Software (HCS) for the opening year of the Daryl Carter Parkway interchange (assumed to be 2020) and interim year (assumed to be 2030) will be completed for the a.m. and p.m. peak hour conditions for the facilities included in the study area, assuming no improvements to I-4 mainline. This analysis will include the needed weave, ramp, ramp intersection, and mainline analysis. Figures showing the analysis results and supporting text to be included in the I-4 SAMR will be prepared.

Product: Memorandum summarizing highway capacity analysis, including figures. Text and figures to be included in the I-4 SAMR. HCS files.

Task 4: Microsimulation Analysis

Due to the oversaturated conditions in the vicinity of the SR 535 interchange, discrete Highway Capacity Manual (HCM) analyses may be inadequate for accurately assessing the overall operational performance of the Build alternative vs the No Build alternative. Therefore, microsimulation analyses will be conducted to provide a comprehensive comparison between the Build alternative and the No Build alternative for the analysis year (Existing (2011), Opening Year (2020) and Interim year (2030)). The microsimulation analyses will be performed using the VISSIM software. Figures showing the analysis results and supporting text to be included in the I-4 SAMR will be prepared.

Product: Memorandum summarizing VISSIM analysis, including figures. Text and figures to be included in the I-4 SAMR. VISSIM model files.

Task 5: Presentation of Results

A presentation of results will be prepared. The presentation will be vetted by District 5 before presenting to Central Office and FHWA.

Product: Draft and final presentation of results. Summary of presentation feedback.

Task 6: Summary Documentation

The individual technical memorandums from each task will be combined into a final memorandum. The memorandum will include figures and technical appendices. The documentation needed for the SAMR document will also be prepared. Technical files (HCS, Synchro, VISSIM) will also be gathered and submitted.

Product: Draft and final memorandum.

Task 7: Project Management/Quality Control

Appropriate senior staff will be designated to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. This task also includes work to be performed to manage and coordinate activities associated with the project.

Product: Meeting notes and project files (as requested).

EXHIBIT "B"
RESOLUTION for FM# 432100-1-22-05

INVOICE

THE FLORIDA DEPARTMENT OF TRANSPORTATION
719 SOUTH WOODLAND BOULEVARD
DELAND, FLORIDA 32720-6834

Financial Management #432100-1-22-05

Invoice Number: # 01

Contact Person: Holly Lopenski

Telephone Number: (386) 943-5520

Fax: (386) 943-5648

Agreement Date: _____

Invoice Date: _____

Funds Due: Upon Execution of Agreement

Participant: Orange County

Project Description: State Road 400/I-4 and Daryl Carter Parkway Interim Interchange Analysis"

Agreement Amount **\$ 197,176.00**

Amount Due Upon Execution **\$ 197,176.00**

Make Payment Payable To: Department of Financial Services, Revenue Processing

Mail to: General Accounting Office
 ATTN: LFA Section
 605 Suwannee Street, MS 42B
 Tallahassee, FL 32399-0450

Please make payment by Wire Transfer. Instructions follow on the next page.

Date Received by Department: _____

Florida Department of Transportation

Office of the Comptroller

Wire and ACH Instructions



Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash Deposit Trust Fund K 11-78 with Department of Financial Services

Please wire or ACH funds to:
Department of Financial Services
c/o Bank of America

315 S. Calhoun Street

Post Office Box 5257
Tallahassee, FL 32301

Bank Phone: (850) 561- 5911

WIRING INSTRUCTIONS

Bank of America
Account # 0 [REDACTED]
ABA # 026009593
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #

ACH INSTRUCTIONS

Bank of America
Account # [REDACTED]
ABA # 063100277
Chief Financial Officer of Florida
Re: DOT –K 11-78, Financial project #

In order for DOT to receive credit for the funds due to the Department, the reference line must contain "DOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Nate Hobbs at 850-414-4886 or Charmaine Small at 850-414-4885 with the following information:

- Financial Project Number
- Dollar amount of transfer
- Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.