



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JAN 05 2016 *JLK/LC*

**Interoffice Memorandum**

December 14, 2015

**TO:** Mayor Teresa Jacobs  
and the 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:** Resolution and Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County - Construction of State Road 482/Sand Lake Road and County Road 423/ John Young Parkway Overpass

The Florida Department of Transportation (FDOT) has agreed to construct an interchange located at the existing intersection of John Young Parkway and Sand Lake Road as part of their Sand Lake Road widening project extending from Presidents Drive to west of International Drive. As the Resolution and Locally Funded Agreement (LFA) stipulate, Orange County will be responsible for paying its share of the interchange improvement of eleven million six hundred two thousand four hundred fifty-one dollars (\$11,602,451). The state's share of the interchange improvement is sixteen million two hundred five thousand fifty dollars (\$16,205,050).

The County Attorney's Office, the Risk Management Division, and the Transportation Planning Division have reviewed both the Resolution and the LFA and find them acceptable.

**Action Requested:** Approval of Resolution of the Orange County Board of County Commissioners regarding the Execution of a Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County, Florida for a Cost Contribution towards the State Road 482/Sand Lake Road and County Road 423/John Young Parkway Overpass and FM#: 407143-6-52-01 and FM#: 407143-6-52-02 Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County. District 6.

JAN 05 2016 *SLK/LC*

Agency: Orange County	Fund: LFP	Financial Management No.:
Vendor No: F 596000773-011	Contract Amount: \$11,602,451.00	407143-6-52-01
		407143-6-52-02

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

This **AGREEMENT**, made and entered into this 19 day of January, 201~~8~~<sup>6</sup>, 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 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: "Construction of State Road 482/Sand Lake Road and County Road 423/John Young Parkway Overpass", said project being known as Financial Management (FM) Numbers 407143-6-52-01 & 407143-6-52-02, 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: Upgrade of that segment of John Young Parkway/County Road 423 between the Turnpike Bridge and the terminus of the southern ramp to a grade separated interchange, in Fiscal Year 2015/2016, said Project being known as FM# 407143-6-52-01 & 407143-6-52-02, and said improvements shall hereinafter be referred to as the "Additional Construction Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Construction Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to have said Additional Construction Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Construction 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 Construction Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the Construction of State Road 482/Sand Lake Road and County Road 423/John Young Parkway and to be constructed as a part of said Project.

3. The DEPARTMENT shall 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 of the Additional Construction Improvements are complete, the DEPARTMENT agrees to inspect, maintain, and repair the concrete pavement on County Road 423/John Young Parkway, as more specifically described in Exhibit "A", Scope of Services. All other maintenance responsibility for County Road 423/John Young Parkway shall be the responsibility of the LOCAL GOVERNMENT.

5. Contribution by the LOCAL GOVERNMENT of the funds for the Additional Construction Improvements as a part of the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Construction Improvements is **\$27,807,501.00 (Twenty Seven Million Eight Hundred Seven Thousand Five Hundred One and No/100)** as specified in Exhibit "B", Cost Estimate, attached hereto. The DEPARTMENT and the LOCAL GOVERNMENT shall both be responsible for 50% of the additional improvements costs at **\$13,903,750.00 (Thirteen Million Nine Hundred Three Thousand Seven Hundred Fifty Dollars and No/100)**. Additionally, the DEPARTMENT has agreed to upgrade the pavement to concrete and procure Utility Work by Highway Contractor at its own expense at a cost of **\$2,301,300.00 (Two Million Three Hundred One Thousand Three Hundred and No/100)**. 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 LOCAL GOVERNMENT to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, on or before February 16, 2016, furnish the DEPARTMENT a lump sum contribution in the amount of **\$11,602,451.00 (Eleven Million Six Hundred Two Thousand Four Hundred Fifty One Dollars and No/100)** for full payment of the estimated cost of the Additional Construction Improvements. The lump sum contribution shall be the total estimated cost for the Additional Construction Improvements. The DEPARTMENT may utilize this deposit for payment of the cost of the Project.

(C) If the actual costs of the Additional Construction Improvements exceeds the funds provided, the LOCAL GOVERNMENT will not be responsible for change orders or any additional costs. If the actual cost of the Additional Construction 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 Construction 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 Construction Improvements will be returned 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**

Allison Godwin Program Coordinator/MS 4-520 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5458 <a href="mailto:allison.godwin@dot.state.fl.us">allison.godwin@dot.state.fl.us</a>	Todd Alexander Project Manager/MS 2-542 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5420 <a href="mailto:todd.alexander@dot.state.fl.us">todd.alexander@dot.state.fl.us</a>
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**Local Government**

Cathy Evangelo, P.E.  
Senior Engineer  
Orange County Public Works Department  
4200 South John Young Parkway  
Orlando, Florida 32839  
Ph. 407-836-8034  
[Cathy.evangeloc@ocfl.net](mailto:Cathy.evangeloc@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 JAN 05 2016, 2015, and the DEPARTMENT has executed this Agreement this 19 day of January, 2015.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: Teresa Jacobs

TJ Teresa Jacobs,  
Orange County Mayor

Date: 1.5.16

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

By: Marie Smith

Deputy Clerk



STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: Frank J. O'Dea

Name: Frank J. O'Dea, P.E.

Title: Director of Transportation Development

Attest: Walter Mejias

Executive Secretary

Legal Review:

DM

Financial Provisions Approval by  
Department of Comptroller on:

December 15, 2015

## Exhibit "A"

### SCOPE OF SERVICES

FM#: 407143-6-52-01 & 407143-6-52-02

The Department's project consists of constructing improvements to State Road 482/ Sand Lake Road and the construction of the Additional Construction Improvements consisting of a grade separation of County Road 423/John Young Parkway over SR 482/Sand Lake Road. Design of the grade separation of County Road 423/John Young Parkway will be completed by Orange County and will be constructed by the Florida Department of Transportation. The limits of the project along John Young Parkway are from Commodity Circle/South Park Circle to the Florida Turnpike and along State Road 482/ Sand Lake Road from just east of Shingle Creek Bridges to the Florida Turnpike. This project will include widening and resurfacing State Road 482/Sand Lake Road from just east of Shingle Creek Bridges to the Florida Turnpike.

More specifically, the Additional Construction Improvements to County Road 423/John Young Parkway will be in accordance with "**Construction Plans for CR 423 – John Young Parkway Interchange with SR 482 – Sand Lake Road, Orange County**". Said plans are being prepared by Dewberry/Bowyer-Singleton (Daniel F. Christie, P.E.) for Orange County Public Works Engineering Division.

The Additional Construction Improvements funded by this Agreement includes the upgrade of the pavement for that segment of John Young Parkway/County Road 423 lying between the Turnpike Bridge and the terminus of the southern ramp of the grade separated interchange. The upgrade of the pavement is from asphalt to concrete.

The Department agrees to inspect, maintain, resurface and rehabilitate only the concrete road pavement, including the edgedrain facilities, within the Project limits for a period of 20 years. Maintenance by the Department will not include anything other than the concrete road pavement and shall not include any other aspect of the roadway such as, without limitation, pavement markings, signage, signals, lighting, drainage, structures, or any other such maintenance.



## Exhibit "B"

### Estimate

FM# 407143-6-52-01 & 407143-6-52-02

#### John Young Parkway and Sand Lake Road Grade Separation

Roadway Subtotal	\$19,961,900.00
Structures Subtotal	\$4,487,521.00
Signing and Pavement Marking Subtotal	\$474,786.00
Signalization Subtotal	\$355,339.00
Contingency (10%)	\$2,527,955.00
<b>Total Estimated Project Costs</b>	<b>\$27,807,501.00</b>

#### **Department's Project Share**

50% Split of Total Estimated Project Costs	\$27,807,501.00 / 2 = \$13,903,750.00
Cost of Concrete Upgrade	+\$2,290,500.00
Utility Work by Highway Contractor	+ 10,800.00
<b>Department's Total Estimated Project Costs</b>	<b>\$16,205,050.00</b>

#### **Local Government's Project Share**

50% Split of Total Estimated Project Costs	\$27,807,501.00 / 2 = \$13,903,751.00
Less Cost of Concrete Upgrade	-\$2,290,500.00
Utility Work by Highway Contractor	-\$ 10,800.00
<b>Local Government's Total Project Contribution</b>	<b>\$11,602,451.00</b>

Exhibit "C"

Resolution

FM# 407143-6-52-01 & 407143-6-52-02