



Interoffice Memorandum

BCC Mtg. Date: July 19, 2016

July 6, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

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

PHONE NUMBER: (407) 836-8072

SUBJ: **Resolution, State of Florida Department of Transportation Local Agency Program Supplemental Agreement for the Pine Hills Trail Construction**

On May 19, 2015 the Orange County Board of County Commissioners (BCC) approved the Local Agency Program Agreement (LAP) and the first supplemental agreement for the construction of the Pine Hills Trail. The LAP Agreement awarded \$5,851,750 to the County for the construction of the Pine Hills Trail extending from Alhambra Drive to Silver Star Road - for a distance of 1.7 miles including a 0.7 mile trail spur to Barnett Park along Dolores Drive. Subsequent to the first supplemental agreement, Orange County BCC approved the construction contract for \$5,676,736 on April 5, 2016. Pursuant to the attached Agreement, total amount eligible for federal and state funding has now been adjusted to \$5,698,436. The adjustment is a result of received construction bids, revised mast arm costs and in-kind services.

The FDOT is requesting Orange County to approve a resolution and this second LAP supplemental agreement. The County Attorney's Office, Risk Management Division, Public Works Engineering Division, Parks and Recreation Division and 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 State of Florida Department of Transportation Supplemental Agreement #2 and approval and execution of State of Florida Department of Transportation Local Agency Program Supplemental Agreement FPN 428047-1-58/68-01 for the Pine Hills Trail Construction from Alhambra Drive to Silver Star Road between the State of Florida Department of Transportation and Orange County. District 6.

MM/RN/BS

Attachment

SUPPLEMENTAL NO. 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 428047-1-58/68-01 CONTRACT NO. G0191
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The _____ Florida Department of Transportation and Orange County Board of County Commissioners desires to supplement the original Agreement entered into and executed on June 23, 2015 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Pine Hills Trail Construction Length ~1.7 miles

Termini From: Alhambra Drive To: Silver Star Road

Description of Work:

The project involves construction of the Pine Hills Multi-Use Trail from Alhambra Drive to Silver Star Road (SR 438) within the Progress Energy corridor for a distance of approximately 1.7 miles. It also includes a trail segment to connect the multiuse trail from Gordon Barnett Park to the proposed Pine Hills Trail along Dolores Drive for an additional approximate distance of 0.7 miles.

The project includes a 10-ft wide, asphalt pavement bordered by 1-ft concrete ribbon curb and soil cement base for about two miles and the remaining portion of the multi-use trail will be constructed with 6" & 8" reinforced concrete. Construction will include, but is not limited to clearing & grubbing, milling & resurfacing, curb, erosion control, embankment, drainage improvements, landscaping & sodding and signing & pavement markings. Project also includes the construction of gravity wall, bulkheads, retaining walls, permanent sheet-pile wall, pedestrian/bicycle railings, 4' & 6' high fences and gates, concrete sidewalk, ground water treatment & disposal, riprap and bollards. Project will also include mobilization, maintenance of traffic and as-built plans and coordination with the utility companies.

Project involves signalization at Silver Star Road and Pine Hills Road crossings. Signalization includes furnishing and installation of mast arms, which is a premium cost. Instead, the county will receive reimbursement for the cost of equivalent standard strain pole configurations at these crossings.

All R/W has been acquired for construction.

Reason for Supplement and supporting engineering and/or cost analysis:

1. The original federal construction funding amount of **\$5,851,750.00** will be reduced by **(\$253,314.00)**, based on the lowest bid of **\$5,676,736.00**. Federal Aid eligible participating amount is **\$5,598,436.00**. Agency premium cost for mast arm upgrades are Federal Aid Ineligible and the current cost is **\$78,300.00**, reduced from the previous estimate of **\$96,807.00**. Supplemental Agreement includes **\$221,129.00** of added Local funds (LF) to phase 68 agency CEI support. Said revisions are reflected on the **ADJUSTED EXHIBIT "B" SCHEDULE OF FUNDING**, attached hereto and incorporated herein, as page 2.

2. To further clarify the project termini as being Alhambra Drive to Silver Star Road.

3. Addition of Exhibit "T" Traffic Maintenance Agreement (TSMA) Maintenance. This exhibit, which further outlines maintenance responsibilities agreed to in section 13.13 (referenced as 16.L on Exhibit "T") of the LAP agreement, was inadvertently omitted from the original agreement.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 428047-1-58/68-01 CONTRACT NO. G0191
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
FY: 2014-2015	\$5,948,557.00	(\$253,314.00)	\$5,676,736.00	\$78,300.00	\$5,598,436.00
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Construction Cost	\$5,948,557.00	(\$253,314.00)	\$5,676,736.00	\$78,300.00	\$5,598,436.00
Construction Engineering and Inspection (CEI)					
FY: 2014-2015	\$100,000.00		\$100,000.00		\$100,000.00
FY: 2015-2016		\$221,229.00	\$221,229.00	\$221,229.00	
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total CEI Cost	\$100,000.00	\$221,229.00	\$321,229.00	\$221,229.00	\$100,000.00
Total Construction & CEI Costs	\$6,048,557.00	(\$32,085.00)	\$5,997,965.00	\$299,529.00	\$5,698,436.00
TOTAL COST OF THE PROJECT	\$6,048,557.00	(\$32,085.00)	\$5,997,965.00	\$299,529.00	\$5,698,436.00

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY : Orange County
BY: Board of County Commissioners

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: *Arif Dakhandan*
 Name: _____
 Title: _____

By: *[Signature]*
 Name: Frank J. O'Dea, P.E.
 Title: Director of Transportation Development

Attest: *Katie Smith*
 Name: _____
 Title: _____

Attest: *[Signature]*
 Name: _____
 Title: Executive Secretary

Date: 7.19.16

Date: 8/3/16

Legal Review:

[Signature] 8-3-16

See attached Encumbrance Form for date of funding approval by Comptroller.



EXHIBIT "T"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Agency, and the designated officer of the Agency has favorably acknowledged the request order, the Agency shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Agency in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Agency shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Agency.
7. The Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Agency may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Agency in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Agency shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Agency.

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8. The Agency shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Agency shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Agency.

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$5,698,436.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>