



**Interoffice Memorandum**

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

August 23, 2016

BCC Mtg. Date: September 13, 2016

TO: Mayor Teresa Jacobs  
and the 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**

**SUBJ: Resolution and Supplemental Amendment Number 1 to the Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County (Re-State Road 482/Sand Lake Road and County Road 423/John Young Parkway Overpass Project)**

The purpose of Supplemental Agreement Number 1 is to revise the lump sum cost estimate of the original agreement (attached) due to the bids for the improvement coming in lower than anticipated. The original County share for the improvement had been \$11,602,451. Given the low bid, both the Florida Department of Transportation (FDOT) and the County have agreed to reduce the County's share for the interchange improvement to \$4,021,926. Accordingly, the County's excess contribution will be refunded by the FDOT in a manner acceptable to both parties.

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

**Action Requested: Approval and execution of Resolution of the Orange County Board of County Commissioners regarding Supplemental Amendment Number 1 to the Locally Funded Agreement for the State Road 482/Sand Lake Road and County Road 423/John Young Parkway Overpass Project and approval and execution of FM# 407143-6-52-01 FM# 407143-6-52-02 Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County. District 6.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCALLY FUNDED AGREEMENT**  
**SUPPLEMENTAL AMENDMENT NUMBER 1**  
EXECUTION DATE: 9-20-2016

Agency: Orange County	Fund: LF	Financial Management No.:
Vendor No: F596000773011	Contract Amount: \$4,021,926.00	407143-6-52-01
		407143-6-52-02

The terms of the Locally Funded Agreement between Orange County and the State of Florida, Department of Transportation for "Construction of State Road 482/ Sand Lake Road and County Road 423/ John Young Parkway Overpass", executed on January 19, 2016, are hereby amended as follows:

The purpose of this Supplemental Amendment Number 1 is to revise the Lump Sum Cost Estimate of the original Agreement due to the bids coming in lower than anticipated. The updated costs for the Additional Construction Improvements for this Project is **\$24,803,410.00 (Twenty Four Million Eight Hundred Three Thousand Four Hundred Ten Dollars and No/100.)** The DEPARTMENT has received the original deposit from the LOCAL GOVERNMENT in the amount of \$11,602,451.00 (Eleven Million Six Hundred Two Thousand Four Hundred Fifty One Dollars and No/100). The PARTIES agree to reduce the Local Funds deposit to **\$4,021,926.00 (Four Million Twenty One Thousand Nine Hundred Twenty Six Dollars and No/100)**. Accordingly, the excess of the LOCAL GOVERNMENT's contribution will be refunded by the DEPARTMENT in a manner acceptable to the LOCAL GOVERNMENT and the DEPARTMENT.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this \_\_\_\_\_ day of SEP 13 2016, 2016, and the DEPARTMENT has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

By: *Ajit dahanandani*

By: *[Signature]*

Teresa Jacobs,  
Orange County Mayor

Name: Frank J. O'Dea, P.E.  
Title: Director of Transportation Development

Date: 9.13.16

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

Attest:

By: *Katie Smith*  
Deputy Clerk

*[Signature]*  
Executive Secretary

Legal Review

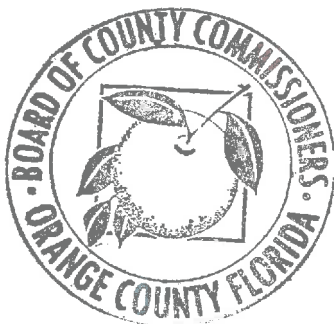
Legal Review:

\_\_\_\_\_  
County Attorney

*[Signature]*

Financial Provisions Approval by  
Department of Comptroller on:

July 22, 2016



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

JAN 05 2016 *SLK/UC*

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~~7~~<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**

Dianne Peek	Todd Alexander
Program Coordinator/MS 4-520	Project Manager/MS 2-542
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5400	PH: (386) 943-5420
<a href="mailto:dianne.peek@dot.state.fl.us">dianne.peek@dot.state.fl.us</a>	<a href="mailto:todd.alexander@dot.state.fl.us">todd.alexander@dot.state.fl.us</a>

**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, 2016

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: Teresa Jacobs

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

Teresa Jacobs  
Teresa Jacobs,  
Orange County Mayor

Name: Frank J. O'Dea, P.E.  
Title: Director of Transportation Development

Date: 1.5.16

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

Attest: William Rojas  
Executive Secretary

By: Kelli Smith  
Deputy Clerk



Legal Review: [Signature]

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