



Interoffice Memorandum

August 6, 2020

TO: Mayor Jerry L. Demings
and the Board of County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT PERSON: Humberto L. Castillero, P.E., PTOE, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: **Locally Funded Agreement and Resolution for State Road 50 and O'Berry Hoover Road**

Submitted for approval and execution is a funding Agreement between the State of Florida Department of Transportation and Orange County for the upgrading of a traffic signal from strain poles to galvanized mast arm structures as part of the resurfacing of State Road 50 and O'Berry Hoover Road.

It is the Department's practice to build new signals using concrete strain poles, which was proposed for this project at the intersections of State Road 50 and O'Berry Hoover Road. The Traffic Engineering Division has requested that the Florida Department of Transportation upgrade from standard concrete strain poles to galvanized mast arm structures as additional improvements. The County's contribution for the full cost of the additional improvements is \$73,750.

The County Attorney's Office and Public Works Traffic Engineering staff have reviewed the Locally Funded Agreement and Resolution and find them acceptable.

Action Requested: Approval and execution of (1) Locally Funded Agreement between the State of Florida Department of Transportation and Orange County, Financial Management No.: 442088-1-52-01 for State Road 50 and O'Berry Hoover Road, and (2) Financial Management No.: 442088-1-52-01 Resolution of the Orange County Board of County Commissioners regarding the Locally Funded Agreement with the State of Florida Department of Transportation concerning the traffic signal installation at State Road 50 and O'Berry Hoover Road in the amount of \$73,750. Districts 4 and 5.

JCK/HLC/FY/wm

Attachments

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 Traffic Signal Installation at the Intersection of State Road 50 and O'Berry Hoover Road 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 mast arms in perpetuity in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement previously signed by the parties hereto and as specified in Exhibit "A", Scope of Services. The parties agree that, upon

installation, the painted 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 **\$73,750.00 (Seventy Three Thousand Seven Hundred Fifty Dollars 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, but no later than November 3, 2020, furnish the DEPARTMENT a lump sum contribution in the amount of **\$73,750.00 (Seventy Three Thousand Seven Hundred Fifty Dollars and No/100)** to be used for the estimated Project cost for locally funded project number 442088-1-52-01. The DEPARTMENT may utilize this contribution 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:

DEPARTMENT

District 5 Local Programs
D5-LocalPrograms@dot.state.fl.us
719 South Woodland Boulevard
DeLand, Florida 32720-6834
386-943-5520

LOCAL GOVERNMENT

Humberto Castillero, P.E, PTOE
Interim Manager
Orange County Public Works Department
Traffic Engineering Division
4200 South John Young Parkway
Orlando, Florida 32839-9205
407-836-7890
E-mail: Humberto.Castillero@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 on SEP 01 2020, and the DEPARTMENT has executed this Agreement on 9/15/2020 | 11:28 AM EDT.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L Demings*

Name: Jerry L Demings

Title: Orange County Mayor

for

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: *Loreen Bobo*

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Attest: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*

Deputy Clerk

Print name: Katie Smith

Attest:

DocuSigned by:
Omeyra Wallace

Executive Secretary

Legal Review

City Attorney

Legal Review:

DocuSigned by:
Daniel McDermott

Financial Provisions Approval by
Department of Comptroller on:

June 18, 2020



Exhibit "A"

SCOPE OF SERVICES Mast Arm Signal Upgrades

FM#: 442088-1-52-01

The LOCAL GOVERNMENT wishes to upgrade from standard concrete strain poles to galvanized mast arm structures at the Intersection of State Road 50 and O'Berry Hoover Road. The mast arm assembly in the NW quadrant will be a double arm assembly; the mast arm in the SE quadrant will be a single arm assembly.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the State Road 50 construction contract at the above referenced intersection.

The LOCAL GOVERNMENT is responsible for the cost difference between the standard concrete strain pole system and the mast arm structures. The LOCAL GOVERNMENT shall be responsible for preventive and periodic maintenance of the mast arm signals, in perpetuity, as stated in the Traffic Signal Maintenance and Compensation Agreement, contract number ARX38, dated October 4, 2016, as amended from time to time.

Exhibit “B”

Estimate

FM# 442088-1-52-01

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
630-2-11	Conduit, Furnish and Install, Underground	50	\$11.00 LF	\$ 550.00
635-2-11	Pull & Splice Box, Furnish and Install, 13”X24”	4	\$700.00	\$ 2,800.00
649-21-15	Steel Mast Arm Assembly, Furnish and Install, 70’	1	\$52,500.00	\$ 52,500.00
649-21-20	Steel Mast Arm Assembly, Furnish and Install, 70’-70’	1	\$70,000.00	\$ 70,000.00
			Total	\$125,850.00
634-4-153	Span Wire Assembly, Furnish & Install, Two Point, Box	1	\$6,500.00	\$ 6,500.00
641-2-18	Prestressed Concrete Pole, Furnish & Install, Type PVIII	4	\$11,400.00	\$ 45,600.00
			Strain pole credit	\$ 52,100.00
			LFA Estimate	\$ 73,750.00

Note: This is only an estimate and is subject to change based on actual bid prices.

Exhibit "C"

Resolution

FM# 442088-1-52-01