



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-548, **Version:** 1

Interoffice Memorandum

DATE: March 20, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

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

CONTACT: Raymond L.A. Williams, P.E., Manager

PHONE: (407) 836-7909

DIVISION: Engineering Division

ACTION REQUESTED:

Approval and execution of (1) Joint Participation Agreement between the State of Florida Department of Transportation and Orange County and (2) Resolution of the Orange County Board of County Commissioners regarding the Joint Participation Agreement between the State of Florida Department of Transportation concerning State Road 434/Forest City Road (from State Road 424/Edgewater to the Seminole County Line) Project (FPN Number 239422-2-58-02). District 2. **(Engineering Division)**

PROJECT: N/A

PURPOSE:

Orange County and the Florida Department of Transportation (FDOT) have agreed on the terms of a Joint Participation Agreement that will allow the FDOT to advance the construction of the State Road 434 - Forest City Road/Kennedy Boulevard Intersection as part of the County's All American and West Kennedy Boulevard project. The intersection is part of FDOT's State Road 434/Forest City Road - Financial Project No: 239422-2-58-02 between State Road 424/Edgewater Drive and the Seminole County Line which was pushed out to 2029.

FDOT will pay compensation to Orange County in an amount not to exceed \$2,176,417 for the construction of the intersection of Forest City Road (State Road 434) and Kennedy Boulevard per the Joint Participation Agreement.

The proposed improvements will consist of the construction of the full roadway width through the

Forest City (State Road 434)/Kennedy Boulevard intersection including curb returns, sidewalk, and the ultimate mast arm with signal heads to replace the existing span wire system. Construction of the permanent lighting for the intersection and pedestrian crossings are also included.

Public Works Engineering Division, Risk Management Division, and the County Attorney's Office have reviewed the agreement and find the terms and conditions acceptable.

BUDGET: N/A



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA

County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: April 10, 2025

TO: Raymond Williams, Manager
Public Works Department, BCC

FROM: David Rooney, Manager *NP for DR*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, Public Works Department Consent
Item 5, Legislative File # 25-548, April 8, 2025

Enclosed is the Joint Participation Agreement Financial Project No: 239422-2-58-02 (1 original) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on April 8, 2025.

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcgill@ocfl.net. Note: ClerkofBCC@occompt.com is used only for County staff submission of pending documents.

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before May 8, 2025, notify the Clerk's Office by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

dr:np

Enclosure (1)

dl: Joseph C. Kunkel, Director, Public Works Department, BCC [email]

Jon Weiss, Deputy County Administrator, BCC [email]

Avanti Minns-Griffith, Executive Assistant, Public Works Department, BCC [email]

Pending File

BCC Mtg. Date: April 8, 2025

Financial Project No.: 239422-2-58-02 Agency: Orange County Contract No:	Fund: DDR Function: 215 Contract Amount: \$2,176,417.00	FLAIR Approp.: 088716 FLAIR Obj.: 563000 Org. Code: 55054010508 Vendor No.: F596000773011
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**JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY**

This Agreement, made and entered into _____,
by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
(hereinafter referred to as the DEPARTMENT) and the **ORANGE COUNTY** (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 "F" 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 Five Year Work Program, to undertake funding the Project described as the "State Road 434 / Forest City Road (from State Road 424 / Edgewater Drive to the Seminole County Line) project", in Fiscal Year 2024/2025, said Project being known as Financial Project Number (FPN) 239422-2-58-02, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. **TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by **August 31, 2028**, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion date as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. The DEPARTMENT shall grant any reasonable extension requested by the LOCAL GOVERNMENT due, in any part, to delay by contractors hired by the LOCAL GOVERNMENT for the Project. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit "D", The LOCAL GOVERNMENT agrees to undertake the construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

D. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

E. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project suitable for reproduction on 11-inch by 17-inch sheets, together with a complete set of specifications covering all construction requirements for the Project and provide these to the DEPARTMENT. The LOCAL GOVERNMENT will perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity, which is outside of the scope of services of the

Project. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT. **The LOCAL GOVERNMENT shall not advertise the Project for bids until the DEPARTMENT issues a Notice to Proceed. The Notice to Proceed should be requested from D5-LocalPrograms@dot.state.fl.us. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

F. The LOCAL GOVERNMENT shall hire a DEPARTMENT pre-qualified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

G. The LOCAL GOVERNMENT and its Contractor shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

H. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

I. The LOCAL GOVERNMENT shall hire a DEPARTMENT pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

J. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

K. The LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

L. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT (or its contractor) shall notify the DEPARTMENT in writing of the completion of construction of the Project; and for all design work that originally required certification by a

Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

M. Upon completion of the Project, the LOCAL GOVERNMENT agrees to inspect, maintain, repair and replace the galvanized mast arms in perpetuity in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement previously signed by the parties hereto. The parties agree that, upon installation, the galvanized mast arm structures shall be owned by the DEPARTMENT and the DEPARTMENT shall be entitled to inspect the mast arm structures at all times.

3. COMPENSATION AND REIMBURSEMENT

A. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT in an amount not to exceed **\$2,176,417.00 (Two Million One Hundred Seventy-Six Thousand Four Hundred Seventeen Dollars and No/100)** for the actual project costs incurred for the services described in Exhibit "A" – Scope of Services, excluding LOCAL GOVERNMENT overhead. This amount is based on the Method of Compensation, Exhibit "B" attached hereto. The Method of Compensation may be modified by execution of an amendment of the Agreement by the Parties. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

B. If the LOCAL GOVERNMENT chooses to receive progress payments, invoices shall be submitted no more often than monthly and no less than quarterly; otherwise, the LOCAL GOVERNMENT will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" - Scope of Services.

i) Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable

deliverables as established in Scope of Services, Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

ii) Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Scope of Services, Exhibit "A" was met.

iii) There shall be no reimbursement for travel expenses under this Agreement.

iv) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

D. The LOCAL GOVERNMENT must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

E. The DEPARTMENT shall have the right to retain out of any payment due the LOCAL GOVERNMENT under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the LOCAL GOVERNMENT on any other Agreement between the LOCAL GOVERNMENT and the DEPARTMENT.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

G. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

H. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

J. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

K. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 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.”

L. The LOCAL GOVERNMENT agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

M. The DEPARTMENT'S performance and obligation to pay under this contract 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 notice to the LOCAL GOVERNMENT to that effect.

N. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall 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 the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be cancelled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. 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.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) 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

ii) 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.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-

mail). Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5452
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Hadil Jardaneh, P.E.
Senior Engineer
Orange County
4200 South John Young Parkway
Orlando, Florida 32839
(407) 836-8083
hadil.jardaneh@ocfl.net

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on
April 8, 2025, and the DEPARTMENT has executed this Agreement on

ORANGE COUNTY

By: Raymond B. Burch

Name: Byron Brooks

Title: County Administrator

Legal Review:



LOCAL GOVERNMENT Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Legal Review:

DEPARTMENT Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Project Description/Deliverables and Limits of Construction:

The State Road (SR) 434 / Forest City Road (from State Road 424 / Edgewater Drive to the Seminole County Line) project is with Orange County (LOCAL GOVERNMENT).

- SR 434 widening project 239422-1 (The SR 434 Forest City Road (from State Road 424/Edgewater Drive to the Seminole County Line) was recently pushed out to Fiscal Year 29.
- Orange County (LOCAL GOVERNMENT) has a widening project along Kennedy / All American Boulevard that traverses through the SR 434 intersection.
- The Florida Department of Transportation (FDOT) (Department) previously committed to funding the intersection buildout for SR 434 at Kennedy / All American Boulevard.
- Project Limits along SR 434 are from Milepost (MP) 5.411 to MP 5.475 totaling 0.064 miles.
- Project Limits along Kennedy / All American Boulevard is from Station 129+00 to Station 131+00

The proposed improvement includes the full buildout of the SR 434 / Kennedy Boulevard intersection and replaces the existing span wire signal assembly at this location. The improvements by discipline are listed below:

Roadway: Construction of the full roadway width through the SR 434 / Kennedy Boulevard / All American Boulevard intersection including curb returns and side sidewalk.

Drainage: Construction of curb inlets and associated culverts. Removing the existing pipe. connection from the Kennedy Boulevard drainage system from the SR 434 drainage system.

Signals: Construction of the ultimate mast arm with signal heads. The new mast arm signals replace the existing span wire system and accommodate the full buildout of the intersection. The signal heads on SR 434 will be adjusted to account for the existing conditions.

Lighting: Construction of the permanent lighting for the intersection and pedestrian crossings.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular excavation, embankment, and sod.

The proposed improvements listed above are within FDOT (Department) right-of-way.

FDOT (Department) will provide a maximum limiting amount of \$2,176,417.00 (Two Million One Hundred Seventy-Six Thousand Four Hundred Seventeen Dollars and No/100) towards the cost of the proposed intersection buildout. Any amount above these maximum limiting amounts will be the responsibility of Orange County (LOCAL GOVERNMENT).

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. Utility coordination will be required during construction and utility work schedules have been developed. Roadway lighting will be included with this project and will be completed by Duke Energy. An Environmental Resource Permit (ERP) is being obtained for the project from the St. Johns River Water Management

District. Orange County (LOCAL GOVERNMENT) is coordinating permitting requirements with the St. Johns River Water Management District. Right-of-way acquisition is complete. Orange County (LOCAL GOVERNMENT) shall construct the project within the limits of the existing right-of-way or easements.

Orange County (LOCAL GOVERNMENT) will continue to maintain the signals at the SR 434 / Kennedy Boulevard / All American Boulevard intersection. The current agreement for signal maintenance may need to be amended to accommodate the replacement of the existing span wire system with mast arms upon completion of the project construction. This will be provided by the District's Maintenance Office.

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the Special Provisions set forth in this Agreement (Exhibit "D" hereto), the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time.

The LOCAL GOVERNMENT will be responsible to provide a DEPARTMENT pre-qualified CEI consultant for the Project. The CEI may not be the same engineering firm as the Engineer of Record for the Project.

The remainder of this page intentionally left blank.

EXHIBIT "B"**METHOD OF COMPENSATION**

For satisfactory completion of all services detailed in Exhibit "A" - Scope of Services of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **\$2,176,417.00 (Two Million One Hundred Seventy-Six Thousand Four Hundred Seventeen Dollars and No/100)** for actual costs incurred.

Project: 239422-1-52-01 **Letting Date:** 07/2028
Description: SR 434 FOREST CITY FROM SR 424 EDGEWATER DR TO SEMINOLE CO LINE
District: 05 **County:** 75 ORANGE **Market Area:** 06 **Units:** English
Contract Class: 7 **Lump Sum Project:** N **Design/Build:** N **Project Length:** 2.087 Mi
Project Manager: MEL-STE

Version 16 Project Grand Total **\$2,176,416.58**

SR 434 / Kennedy Intersection Breakout Estimate for Work Program - Orange County Funding
Description: Estimate (Breakout Update 12/7/2022; Updated by KNSTEHM on 12/6/2022). UPDATED on 9/10/2024 by KNSTEHM to reflect current 7/2024 100% ORANGE COUNTY PLANS.

Sequence: 1 WDU - Widen/Resurface, Divided, Urban **Net Length:** 0.066 Mi
 350 LF

Description: SR 434 / Kennedy Intersection Breakout Estimate for Work Program
Special UPDATED 9/10/24 TO REFLECT CURENT 7/2024 100% ORANGE COUNTY PLANS. (350 ft. =
Conditions: N-S & E-W combined.

EARTHWORK COMPONENT**User Input Data**

Description	Value
Standard Clearing and Grubbing Limits L/R	0.00 / 0.00
Incidental Clearing and Grubbing Area	0.75
Alignment Number	1
Distance	0.120
Top of Structural Course For Begin Section	102.00
Top of Structural Course For End Section	102.00
Horizontal Elevation For Begin Section	100.00
Horizontal Elevation For End Section	100.00
Existing Front Slope L/R	6 to 1 / 6 to 1
Existing Median Shoulder Cross Slope L/R	4.00 % / 4.00 %
Existing Outside Shoulder Cross Slope L/R	2.00 % / 2.00 %
Front Slope L/R	6 to 1 / 6 to 1
Median Shoulder Cross Slope L/R	4.00 % / 4.00 %
Outside Shoulder Cross Slope L/R	2.00 % / 2.00 %
Roadway Cross Slope L/R	2.00 % / 2.00 %

Pay Items

Pay Item	Description	Quantity	Unit	Unit Price	Extended Amount
110-1-1	CLEARING & GRUBBING	0.75	AC	\$75,825.00	\$56,868.75
120-1	REGULAR EXCAVATION	1,707.43	CY	\$36.25	\$61,894.34
120-2-2	BORROW EXCAVATION, TRUCK MEASURE	1,744.98	CY	\$57.25	\$99,900.10

X-Items

Pay Item	Description	Quantity	Unit	Unit Price	Extended Amount
110-4-10	REMOVAL OF EXIST CONC	350.00	SY	\$50.00	\$17,500.00
Comment: Existing sidewalks & Turnouts					

Earthwork Component Total **\$236,163.20**

710-11-111	PAINTED PAVT MARK,STD,WHITE,SOLID,6"	0.53 NM	\$1,000.00	\$530.00
710-11-131	PAINTED PAVT MARK,STD,WHITE,SKIP, 6"	0.27 GM	\$600.00	\$162.00
Roadway Component Total				\$287,666.30

SHOULDER COMPONENT**User Input Data**

Description	Value
Existing Total Outside Shoulder Width L/R	0.00 / 0.00
New Total Outside Shoulder Width L/R	16.25 / 12.25
Total Outside Shoulder Perf. Turf Width L/R	6.00 / 2.00
Sidewalk Width L/R	8.00 / 8.00

Pay Items

Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
520-1-10	CONCRETE CURB & GUTTER, TYPE F	350.06 LF	\$55.00	\$19,253.30
520-1-10	CONCRETE CURB & GUTTER, TYPE F	350.06 LF	\$55.00	\$19,253.30
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	622.34 SY	\$90.00	\$56,010.60
570-1-2	PERFORMANCE TURF, SOD	311.17 SY	\$6.00	\$1,867.02

X-Items

Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	75.00 SY	\$125.00	\$9,375.00
	Comment: Driveway to Gas Station. Deleted			
527-2	DETECTABLE WARNINGS	120.00 SF	\$40.00	\$4,800.00
	Comment: OK			

Erosion Control**Pay Items**

Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
104-10-3	SEDIMENT BARRIER	700.13 LF	\$3.00	\$2,100.39
104-11	FLOATING TURBIDITY BARRIER	6.63 LF	\$16.00	\$106.08
104-12	STAKED TURBIDITY BARRIER- NYL REINF PVC	6.63 LF	\$10.00	\$66.30
104-15	SOIL TRACKING PREVENTION DEVICE	1.00 EA	\$5,000.00	\$5,000.00
104-18	INLET PROTECTION SYSTEM	4.00 EA	\$250.00	\$1,000.00
107-1	LITTER REMOVAL	0.58 AC	\$125.00	\$72.50
107-2	MOWING	0.58 AC	\$150.00	\$87.00

Shoulder Component Total **\$118,991.49**

MEDIAN COMPONENT**User Input Data**

Description	Value
Total Median Width	22.00
Performance Turf Width	14.00

Pay Items				
Pay item	Description	Quantity Unit	Unit Price	Extended Amount
520-1-7	CONCRETE CURB & GUTTER, TYPE E	700.13 LF	\$53.00	\$37,106.89
520-5-11	TRAF SEP CONC-TYPE I, 4' WIDE	80.00 LF	\$100.00	\$8,000.00
570-1-1	PERFORMANCE TURF	544.54 SY	\$4.00	\$2,178.16
Median Component Total				\$47,285.05

DRAINAGE COMPONENT

Pay Items				
Pay item	Description	Quantity Unit	Unit Price	Extended Amount
570-1-1	PERFORMANCE TURF	20.16 SY	\$4.00	\$80.64
Drainage Component Total				\$80.64

SIGNING COMPONENT

Pay Items				
Pay item	Description	Quantity Unit	Unit Price	Extended Amount
700-1-111	SINGLE COL GRND SIGN AS, F&I GM, <12 SF	2.00 EA	\$600.00	\$1,200.00
700-1-112	SINGLE COL GRND SIGN AS, F&I GM, 12-20	1.00 EA	\$2,100.00	\$2,100.00
700-1-500	SINGLE COL GRND SIGN AS, RELOCATE	1.00 EA	\$450.00	\$450.00
700-1-600	SINGLE COL GRND SIGN AS, REMOVE	2.00 EA	\$500.00	\$1,000.00
700-2-114	MULTI- COLUMN SIGN, F&I GM, 30.1-50 SF	1.00 EA	\$8,500.00	\$8,500.00
700-2-600	MULTI- COLUMN GROUND SIGN, REMOVE	1.00 EA	\$1,225.00	\$1,225.00
Signing Component Total				\$14,475.00

SIGNALIZATIONS COMPONENT

Signalization 1		Value
Description		6 Lane Mast Arm
Type		1
Multiplier		
Description	Kennedy Blvd/SER 434 Mast Arms at all corners	

Pay Items				
Pay item	Description	Quantity Unit	Unit Price	Extended Amount
630-2-11	CONDUIT, F& I, OPEN TRENCH	500.00 LF	\$25.00	\$12,500.00
630-2-12	CONDUIT, F& I, DIRECTIONAL BORE	300.00 LF	\$40.00	\$12,000.00
632-7-1	SIGNAL CABLE- NEW OR RECO, FUR & INSTALL	1.00 PI	\$12,800.00	\$12,800.00
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24"	20.00 EA	\$1,510.00	\$30,200.00
639-1-112	ELECTRICAL POWER SRV,F&I,OH,M,PUR BY CON	1.00 AS	\$5,607.00	\$5,607.00
639-2-1	ELECTRICAL SERVICE WIRE, F&I	60.00 LF	\$11.00	\$660.00

641-2-11	PREST CNC POLE,F&I,TYP P-II,PEDESTAL	1.00 EA	\$2,250.00	\$2,250.00
649-21-15	STEEL MAST ARM ASSEMBLY, F&I, 70'	2.00 EA	\$92,600.00	\$185,200.00
649-21-21	STEEL MAST ARM ASSEMBLY, F&I, 78'	2.00 EA	\$101,600.00	\$203,200.00
670-5-111	TRAF CNTL ASSEM, F&I, NEMA, 1 PREEMPT	1.00 AS	\$50,800.00	\$50,800.00
700-3-101	SIGN PANEL, F&I GM, UP TO 12 SF	4.00 EA	\$300.00	\$1,200.00
700-5-22	INTERNAL ILLUM SIGN, F&I OM, 12-18 SF	4.00 EA	\$5,250.00	\$21,000.00
X-Items				
Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
632-7-6	SIGNAL CABLE, REMOVE-INTERSECTION	1.00 PI	\$2,200.00	\$2,200.00
633-8-1	MULTI-CONDUCTOR COMMUNICATION CABLE, F&I	100.00 LF	\$7.00	\$700.00
639-2-1	ELECTRICAL SERVICE WIRE, F&I	85.00 LF	\$11.00	\$935.00
641-2-70	PREST CNC POLE, REMOVE SHALLOW	2.00 EA	\$5,200.00	\$10,400.00
650-1-14	VEH TRAF SIGNAL,F&I ALUMINUM, 3 S 1 W	14.00 AS	\$1,750.00	\$24,500.00
650-1-16	VEH TRAF SIGNAL,F&I ALUMINUM, 4 S 1 W	2.00 AS	\$2,100.00	\$4,200.00
660-4-11	VEHICLE DETECTION SYSTEM-VIDEO, CABINET	1.00 EA	\$23,200.00	\$23,200.00
660-4-12	VEHICLE DETECTION SYSTEM-VIDEO, ABOVE G	4.00 EA	\$9,000.00	\$36,000.00
663-1-121	SIGNAL PRIO & PREEMP, F&I, GPS, REPLACE	2.00 EA	\$9,300.00	\$18,600.00
663-1-122	SIGNAL PRIO & PREEMP, F&I, GPS, DETE	4.00 EA	\$8,850.00	\$35,400.00
670-5-600	TRAF CNTLASSEM, REMOVE	1.00 AS	\$1,100.00	\$1,100.00
682-1-133	ITS CCTV CAMERA, F&I, DOME ENCL-NP.	1.00 EA	\$8,550.00	\$8,550.00
684-1-1	MANAGED FIELD ETHERNET SWITCH, F&I	1.00 EA	\$5,000.00	\$5,000.00
685-1-11	UPS POWER SUPPLY, F&I, LINE INTERACTIVE	1.00 EA	\$8,500.00	\$8,500.00
Signalizations Component Total				\$716,702.00

INTELLIGENT TRAFFIC SYSTEM (ITS) COMPONENT**Description of Work**

X-Items				
Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	650.00 LF	\$40.00	\$26,000.00
633-1-121	FIBER OPTIC CABLE, F&I, UG,2-12	500.00 LF	\$5.00	\$2,500.00
633-1-123	FIBER OPTIC CABLE, F&I, UG,49-96	1,000.00 LF	\$5.00	\$5,000.00
633-1-620	FIBER OPTIC CABLE, REM, UG	500.00 LF	\$2.00	\$1,000.00
633-2-31	FIBER OPTIC CONNECTION, INSTALL. SPLICE	12.00 EA	\$60.00	\$720.00

633-3-12	FIBER OPTIC CONN HDWR, SPLICE TRAY	1.00 EA	\$75.00	\$75.00
633-3-13	FIBER OPTIC CONN HDWR, PRETERM CONNECT A	12.00 EA	\$60.00	\$720.00
633-3-14	FIBER OPTIC CONN HDWR, BUFFER TUBE FAN O	1.00 EA	\$115.00	\$115.00
633-3-16	FIBER OPTIC CONN HDWR, PATCH PANEL- FIE	1.00 EA	\$2,000.00	\$2,000.00
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36"	4.00 EA	\$3,000.00	\$12,000.00
Intelligent Traffic System (ITS) Component Total				\$50,130.00

LIGHTING COMPONENT**Conventional Lighting Subcomponent**

Description				Value
Spacing				MIN
Pay Items				
Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
630-2-11	CONDUIT, F& I, OPEN TRENCH	350.06 LF	\$25.00	\$8,751.50
630-2-12	CONDUIT, F& I, DIRECTIONAL BORE	69.48 LF	\$40.00	\$2,779.20
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24"	3.00 EA	\$1,510.00	\$4,530.00
715-1-13	LIGHTING CONDUCTORS, F&I, INSUL, NO.4-2	1,278.53 LF	\$5.00	\$6,392.65
715-61-342	LIGHT POLE CMPLT,STD,F&I, 40'MH,12'ARM L	3.00 EA	\$10,500.00	\$31,500.00
715-500-1	POLE CABLE DIST SYS, CONVENTIONAL	3.00 EA	\$900.00	\$2,700.00
Subcomponent Total				\$56,653.35
Lighting Component Total				\$56,653.35

Sequence 1 Total **\$1,528,147.03**

Project Sequences Subtotal **\$1,528,147.03**

102-1	Maintenance of Traffic	10.00 %	\$152,814.70
101-1	Mobilization	10.00 %	\$168,096.17

Project Sequences Total **\$1,849,057.90**

Project Unknowns	15.00 %	\$277,358.68
Design/Build	0.00 %	\$0.00

Non-Bid Components:

Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
999-25	INITIAL CONTINGENCY AMOUNT (DO NOT BID)	LS	\$50,000.00	\$50,000.00
Project Non-Bid Subtotal				\$50,000.00

Version 16 Project Grand Total **\$2,176,416.58**

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost

documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

Invoices, progress reports, and other supporting documentation shall be submitted no more often than monthly and no less than quarterly via email to D5-LocalPrograms@dot.state.fl.us.

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EXHIBIT “C”**ESTIMATED PROJECT PRODUCTION SCHEDULE**

Construction contract to be let (Bid Opening) by	January 19, 2026
Construction Duration of	810 Days
Construction to be completed (Final Acceptance) by	April 30, 2028

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EXHIBIT “D”

TERMS & CONDITIONS OF CONSTRUCTION

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit “A”). The Project shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2018, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall utilize only a DEPARTMENT prequalified prime contractor for the Project.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2018 Standard Specifications for Road and Bridge Construction, as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The LOCAL GOVERNMENT

will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2018 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2018 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference. The LOCAL GOVERNMENT shall not advertise the Project for bids until the DEPARTMENT issues the Notice to Proceed.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-000). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard

Specifications for Road and Bridge Construction, 2018 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the DEPARTMENT as of the date of this Agreement. Construction of the Project will not commence until the parties have approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT's Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

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EXHIBIT "E"
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY

PROJECT DESCRIPTION: State Road 434 / Forest City Road (from State Road 424 / Edgewater Drive to the Seminole County Line)

FINANCIAL PROJECT NUMBER (FPN): 239422-2-58-02

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT “F”
RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding the

JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING STATE ROAD 434/ FOREST CITY ROAD (FROM STATE ROAD 424/EDGEWATER TO THE SEMINOLE COUNTY LINE) PROJECT

(FPN Number 239422-2-58-02)

Resolution No. 2025-M-12

WHEREAS, today, the Board of County Commissioners is approving a Joint Participation Agreement between the State of Florida Department of Transportation concerning State Road 434/Forest City Road (from State Road 424/Edgewater to the Seminole County Line) Project (the “Project”), FPN Number 239422-2-58-02 (“JPA”);

WHEREAS, Orange County is agreeing under this JPA to construction of roadways, drainage, signals and lighting in relation to State Road 434/Forest City Road from State Road 424/Edgewater to the Seminole County Line; and

WHEREAS, the Department of Transportation is agreeing to compensate the County in an amount not to exceed \$2,176,447.00(Two Million One Hundred Seventy Six Thousand Four Hundred Forty Seven Dollars and 0/100) in connection with the completion of the Project; and

WHEREAS, the Department of Transportation is requesting that the Orange County Board of County Commissioners adopt a Resolution authorizing its officials to make, execute, and deliver this JPA to the Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS:**

Section 1. Authorization for the County Mayor to Make, Execute, and Deliver the JPA Agreement and any other Supplemental Agreements to the State of Florida Department of Transportation.

The County Mayor is hereby authorized to make, execute, and deliver the JPA for the Project, FPN Number 239422-2-58-02 to the State of Florida Department of Transportation.

Section 2. Effective Date. This Resolution shall take effect on the date of its adoption.

ADOPTED this 8th day of April, 2025.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
County Mayor

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

By: *David Rooney*
Deputy Clerk

Print Name: David Rooney

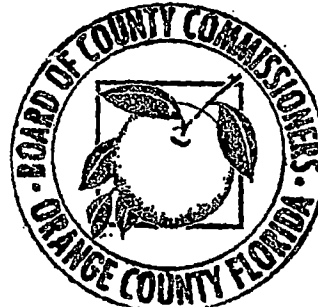


EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)