



Orange County Government

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

Legislation Text

File #: 25-869, **Version:** 1

Interoffice Memorandum

DATE: May 28, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

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

CONTACT: Eduardo Avellaneda, P.E., Manager

PHONE: (407) 836-7871

DIVISION: Roads and Drainage Division

ACTION REQUESTED:

Approval and execution of (1) Locally Funded Agreement between the State of Florida Department of Transportation and Orange County Financial Project No.: 445696-2-52-01 and (2) Resolution of the Orange County Board of County Commissioners regarding the Locally Funded Agreement with the State of Florida Department of Transportation Concerning State Road 438 at Le Havre Boulevard/Coast Line Drive and Dardanelle Drive Project (FPN number 445696-2-52-02). District 6. (Roads and Drainage Division)

PROJECT: N/A

PURPOSE:

The Florida Department of Transportation (FDOT) is preparing to undertake a Silver Star Road (SR 438) Intersection Improvements project designated by Financial Project Number (FPN) 445696-2-52-01. The implementation of this project includes standard strain poles at the intersection of State Road 438 and Le Havre Boulevard/Coastline Drive, and at State Road 438 and Dardanelle Drive. This Agreement will upgrade the standard strain poles to galvanized mast arms at both locations.

The FDOT estimates the cost to the County for the upgrades at both intersections to \$430,540. The cost breakdown can be seen in Exhibit "B".

The Board approved a previous Locally Funded Agreement for this project, however the FDOT is requesting a new agreement be approved that specifically provides for a lump sum payment for this project.

This Locally Funded Agreement with the FDOT was reviewed and approved by the County Attorney's Office and the Risk Management Division as to form.

BUDGET: N/A

Agency: Orange County Vendor No.: F596000773011	Fund: LF Contract Amount: \$430,540.00	Financial Project No.: 445696-2-52-01
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LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY

This **AGREEMENT**, made and entered into 07/07/2025 | 1:27 PM EDT,
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 "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: "State Road 438 at Le Havre
Boulevard/Coast Line Drive and Dardanelle Drive", said project being known as Financial
Project Number (FPN) 445696-2-52-01, 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 to: upgrade standard strain
poles to galvanized mast arms at the intersections of State Road 438 and Le Havre/Coastline
Drive, and at State Road 438 and Dardanelle Drive, in Fiscal Year 2025/2026, said Project
being known as FPN 445696-2-52-01, and said improvements shall hereinafter be referred to as
the "Additional Improvements"; and

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 the State Road 438 at Le Havre Boulevard/Coast Line Drive and Dardanelle Drive project 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 in this Agreement may 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 galvanized 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 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.

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 **\$430,540.00 (Four Hundred Thirty Thousand Five Hundred Forty**

Dollars and No/100. This amount is based on the Estimate, Exhibit "B" attached hereto. 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 June 23, 2025**, furnish the DEPARTMENT a lump sum contribution in the amount of **\$430,540.00 (Four Hundred Thirty Thousand Five Hundred Forty Dollars and No/100)** to be used for the estimated Project cost for locally funded project number 445696-2-52-01. 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) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(E) 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.

(F) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5623
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

George Shupp
Assistant Manager
Transportation Planning Division
Orange County
4200 South John Young Parkway
Orlando, Florida 32839
(407) 836-8000
George.Shupp@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.

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FPN: 445696-2-52-01

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IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on
June 17, 2025, and the DEPARTMENT has executed this Agreement on
07/07/2025 | 1:27 PM EDT.

ORANGE COUNTY

By: *Jerry L. Demings*

Name: Jerry L. Demings

Title: Orange County Mayor



Attest:

Jennifer Forn-Klimentz

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

DocuSigned by:
By: *James S. Stroz Jr.*
292113AFD861407...

Name: James S. Stroz Jr., P.E.

Title: Director of Transportation Development

Attest:

Signed by:
Amayra Wallace
F480974AB9374A7...
Executive Secretary

Legal Review:

A
LOCAL GOVERNMENT Attorney

Legal Review:

DocuSigned by:
Chris Indelicato
#EP2CB8937A047...
DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

EXHIBIT "A"**SCOPE OF SERVICES**

The LOCAL GOVERNMENT wishes to fund Additional Improvements along State Road 438 at the intersections of State Road 438 with Le Havre Boulevard/Coast Line Drive and with Dardanelle Drive. The Additional Improvements include: a new galvanized mast arm signal to be constructed at the intersection with Le Havre Boulevard/Coast Line Drive and a replacement of an existing signal at the intersection with Dardanelle Drive with a new galvanized mast arm signal.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for State Road 438 at Le Havre Boulevard/Coast Line Drive and Dardanelle Drive.

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

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EXHIBIT “B”
ESTIMATE

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.

ENGINEERS OPINION OF COST DIFFERENCE BETWEEN STRAIN POLE AND MAST ARM SIGNAL					
445696-2-52-01 SR 438					
(2) Signals at Coast Line Dr/Le Havre Blvd and Dardanelle Dr					
2024-11-19					
PAY ITEM	PAY ITEM DESCRIPTION	UNITS	QUANTITIES	UNIT PRICE	TOTAL
0634-4-153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX SPAN	PI	2	\$14,800.00	\$29,600.00
641-2-17	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII	EA	8	\$28,600.00	\$228,800.00
STRAIN POLE COST					\$258,400.00
649-21-1	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM (30')	EA	3	\$71,300.00	\$213,900.00
649-21-6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM (50')	EA	1	\$80,100.00	\$80,100.00
649-21-15	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM (70')	EA	2	\$89,700.00	\$179,400.00
649-21-21	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM (78')	EA	2	\$101,500.00	\$203,000.00
MAST ARM COST					\$676,400.00
COST DIFFERENCE					\$418,000.00
Escalation Factor (3%)					\$12,540.00
Total LF Amount					\$430,540.00

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EXHIBIT “C”

RESOLUTION

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