



## Interoffice Memorandum

November 29, 2021

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

FROM: Ed Torres, M.S., P.E., LEED AP, Director  
Utilities Department

A handwritten signature in black ink, appearing to be "Ed Torres", written over the "FROM:" line.

SUBJECT: **BCC AGENDA ITEM – Consent Agenda  
December 14, 2021 BCC Meeting  
Settlement Agreement and Release between State of Florida, Department of  
Transportation and Orange County for State Road 482 (Sand Lake Road)  
from International Drive to Universal Boulevard  
Contact Person: Lindy A. Wolfe, P.E., LEED AP, Manager  
Utilities Engineering Division  
407-254-9918**

In December 2015, the Florida Department of Transportation (FDOT) and Orange County entered into a Utility Preliminary Engineering Agreement for the State Road 482 (Sand Lake Road) from west of International Drive to Universal Boulevard, Project Financial ID# 407143-4-36-01 ("Contract"). This Agreement provides a mechanism for FDOT to reimburse the County for engineering design cost associated with the utility relocation work that FDOT was financially responsible for as part of the road project. Due to the FDOT road project schedule, FDOT authorized Orange County to perform design work prior to the January 4, 2016 final execution of the Contract.

FDOT wants to execute a settlement and release agreement to establish a method to process Orange County's invoice for preliminary design engineering performed prior to January 4, 2016.

This Settlement and Release Agreement establishes the method for FDOT to process Orange County invoice no. 028111-2 for preliminary engineering work performed prior to January 4, 2016 in the amount of \$48,100.84, and settles all claims raised by Orange County or FDOT with regards to the Contract.

The County Attorney's Office and Risk Management Division has reviewed the documents and finds them acceptable as to form. Orange County Utilities staff recommends approval.

**Action Requested: Approval and execution of Settlement Agreement and Release between State of Florida, Department of Transportation and Orange County to establish a method to process Orange County Invoice No. 028111-2 for preliminary engineering work performed prior to January 4, 2016 in the amount of \$48,100.84.**

**District 6.**

2022 JAN 12 PM 2:22

**SETTLEMENT AGREEMENT AND RELEASE  
BETWEEN  
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
AND  
ORANGE COUNTY**

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**THIS SETTLEMENT AGREEMENT AND RELEASE** ("Agreement") is entered into by and between Orange County, a Charter County and Political Subdivision of the State of Florida, ("Orange County") and the State of Florida, Department of Transportation, ("FDOT") (collectively the "Parties").

**RECITALS**

A. On January 4, 2016, FDOT and Orange County entered into a Utility Preliminary Engineering Agreement with Contract Number ARZ85, FM Number 407143-4-36-01 ("Contract") to provide FDOT with preliminary engineering design services for facilities affected or potentially affected by FDOT's project with an expiration date of November 18, 2020. A copy of the Contract is attached hereto as Exhibit "A".

B. On September 20, 2015, Orange County and its subconsultants, CPH, Inc. and Epic Engineering & Consulting Group, LLC, which is a subconsultant of CPH, Inc., began work to develop the plans needed to meet the FDOT schedule but the Contract did not begin until January 4, 2016.

C. The delay in getting the Contract executed was due to coordination that took place between the County and the FDOT about language or provision within the Contract.

D. The FDOT authorized and directed Orange County to perform all preliminary engineering design services that was reimbursable by the FDOT.

E. FDOT intended on compensating Orange County for the work performed. At Orange County's direction, the subconsultant, Epic Engineering & Consulting Group, LLC, began

the work prior to the execution of the Contract. Orange County has asserted a colorable legal claim in support of its demand for payment.

F. The Parties enter into this Agreement to settle the invoice matter in accordance with the terms and conditions of this Agreement, for the amount due for the work performed during this period that is from September 20, 2015 through January 10, 2016 in the amount of \$48,100.84, as reflected on the Orange County's invoice No. 028111-2 dated August 28, 2020, as a full discharge of any service, payment, or other obligation relating to, which is the full invoice amount. A copy of the Invoice is attached as Exhibit "B".

### **AGREEMENT**

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are made a part of this Agreement.

2. **SETTLEMENT AGREEMENT.**

a. FDOT agrees to submit to the Chief Financial Officer of the State of Florida for payment of **FORTY-EIGHT THOUSAND ONE HUNDRED AND 84/100 DOLLARS (\$48,100.84)** in full and complete satisfaction of any amounts or costs associated with the work performed by Orange County and any associated claims and invoices, or with any other written or verbal supplementation or renewal(s), including all interest, costs, and fees associated with the subject matter of this Agreement.

b. This Agreement settles all claims raised by Orange County or FDOT, all claims which could have been raised by Orange County or FDOT, and all defenses raised by Orange County or FDOT as related to any work performed by Orange County in relation to the

Contract. No interest of any kind or any other payment is to be added to the amount identified above to be paid by FDOT to Orange County.

3. **APPROVAL.** Pursuant to Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is contingent upon approval by the Chief Financial Officer of the State of Florida. Until such approval is received, FDOT has no obligation to make any payments pursuant to this Agreement.

4. **VOLUNTARY SETTLEMENT.** The Parties agree that this Agreement is entered into after a full and independent investigation and they explicitly acknowledge that they are entering into this Agreement entirely of their own free will, uninfluenced by any duress, economic coercion, or other factors that might have the effect of negating the free will with which they entered into this Agreement. In executing this Agreement, the Parties represent that they have not relied on any statement or representation relating to this matter made by another party, or any other person or persons representing such other party. The Parties acknowledge that they have been represented by counsel throughout the negotiation of this Agreement and that they have or could have consulted their own attorney(s) regarding the meaning and effect of the terms contained in this Agreement. The Parties further acknowledge that they have read and understand this Agreement.

5. **RELEASES.** In return for and upon complete performance of paragraphs 2.a. and 2.b., above, and the releases and promises contained in this Agreement, the Parties, for themselves, their agents, representatives, attorneys, administrators, heirs, executors, successors, and assigns, do hereby fully, finally, and forever release and discharge each other and their agents, representatives, attorneys, administrators, heirs, executors, successors, and assigns of and from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever

arising from any or all of the facts or circumstances which gave rise to this action, including but not limited to, those claims asserted or any federal, state, or administrative action or other claims that were or might have been asserted by or on behalf of the Parties against each other and any other suits or charges filed or which may be filed by or on behalf of the Parties with any federal, state, or local agency or court relating to these facts or circumstances whatsoever.

6. **NO ADMISSION OF LIABILITY.** The Parties agree and represent that this Agreement is entered into only for the purpose of settlement and compromise and any action taken pursuant to this Agreement is not to be construed or considered as an admission of liability or fault on the part of either of the Parties. The Parties further acknowledge, understand, and represent that the execution of this Agreement shall not be construed as an admission of liability or validity of any claim on the part of either of the Parties in any respect and that this Agreement is entered into to settle and terminate the dispute and avoid additional expense.

7. **ENFORCEMENT.** The Parties understand and agree that the promises and undertakings set forth in this Agreement are the sole consideration for the Agreement, that the terms and conditions are contractual and are not mere recitals, and that all agreements and understandings related to this settlement and release are expressed and embodied in this Agreement. Additionally, the Parties and their counsel have participated in the negotiation and drafting of this Agreement and that, for all purposes, this Agreement shall be deemed to have been drafted by both Parties and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

8. **INTEGRATION.** The Parties agree that this Agreement supersedes all other written or oral exchanges, agreements, or negotiations between the Parties concerning the subject matter of this Agreement. The Parties state that there are no representations, agreements, arrangements, or understandings, oral or written, concerning the subject matter of this Agreement that are not fully expressed and incorporated. Nothing in this Agreement is intended to nor shall it be construed to give any person or entity, other than the Parties, any right, remedy, or claim under or by reason of this Agreement. In the event of any conflict between any provisions of the Contract and this Agreement, this Agreement shall control. Notwithstanding the foregoing, all warranty requirements found in the Contract shall continue to be applicable.

9. **SUCCESSORS.** This Agreement shall be binding on and shall inure to the benefit of the Parties, their agents, representatives, successors, and assigns.

10. **MODIFICATION.** This Agreement may not be discharged, abandoned, supplemented, changed, modified, or amended in any manner, nor any provision waived, except by a writing signed by the Parties.

11. **SEVERABILITY.** If any provision of this Agreement is adjudged by a court of competent jurisdiction to be void and unenforceable, that judgment shall not affect: (a) any other provision of this Agreement; (b) the application of such provision in any other circumstances; and (c) the validity or enforceability of this Agreement as a whole, subject to the law of severability under Florida law.

12. **WAIVER.** A waiver by FDOT or Orange County of any breach of any provision of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or any other provision(s) of this Agreement.

13. **EXECUTION AND SIGNATURES.** Orange County will execute three (3) originals of this Agreement. Following Orange County's executing this Agreement, FDOT will execute the originals executed by Orange County. Orange County will be provided two executed originals of this Agreement and FDOT will be provided one (1) executed original of this Agreement.

14. **CAPACITY AND AUTHORITY.** Each party represents and warrants to the other party that it has the capacity and full authority to make this Agreement. The persons signing this Agreement warrant that they are authorized to do so on behalf of the party they represent.

15. **NON-ASSIGNMENT.** The Parties represent that no portions of the claims, demands, or causes of action referred to by and released by this Agreement have been sold, assigned, transferred, or conveyed to any third party.

16. **ATTORNEYS' FEES AND COSTS.** The Parties agree to bear their own attorneys' fees and costs in connection with any work performed relating to this claim, including, but not limited to, the negotiation, drafting, and execution of this Agreement. In the event that any action or proceeding is brought to enforce the terms of this Agreement, venue shall only be proper in the appropriate court located in Orange County, Florida and the prevailing party shall be entitled to recover its attorneys' fees and costs.

17. **E-VERIFY REQUIREMENT.**

Orange County:

a. 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 Orange County during the term of the Contract; and

b. shall expressly require any subcontractors performing work or providing services pursuant to the 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 subcontractor during the Contract term.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates noted below.

ORANGE COUNTY, FLORIDA

By: Orange County Board of  
County Commissioners

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

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

By: *Kathleen*  
Deputy Clerk

Date: December 14, 2021



FDOT:

State of Florida,  
Department of Transportation

By: *Kevin S. Thibault*  
Name: Kevin S. Thibault, P.E.  
Title: Secretary

Date: 3-7-22

Legal Review:

*Giselle Justo*  
Giselle Justo, Esq.  
Print Name:

Date: 3-1-22

Contract Funds Administrator:

*Jennifer Gunter*  
Jennifer Gunter  
Print Name:  
Date: 2-7-22



**EXHIBIT A**

**UTILITY PRELIMINARY ENGINEERING AGREEMENT WITH CONTRACT NUMBER ARZ85, FM NUMBER  
407143-4-36-01 ("Contract")**

(See attached nine pages)

DEC 15 2015 CAS/UP UTILITY PRELIMINARY ENGINEERING AGREEMENT

4<sup>th</sup> This Utility Preliminary Engineering Agreement ("Agreement") is entered into this day of Jan. 2016, 2015, between State of Florida, Department of Transportation ("FDOT"), and ORANGE COUNTY, a Charter County and political subdivision of Florida.

**FDOT AGREEMENT TO REIMBURSE ORANGE COUNTY**

1. ORANGE COUNTY will perform engineering services in coordinating with FDOT concerning FDOT's project in Orange County, Florida, FDOT FIN No. 407143-4-36-01 ("Project") and ORANGE COUNTY' facilities affected or potentially affected by FDOT's Project ("Preliminary Engineering") which for this project is defined as:

Engineering Analysis and prepare engineering plans for the relocation and adjustment of ORANGE COUNTY wastewater facilities on SR 482 (Sand Lake Road) from west of International Drive to Universal Boulevard and along International Drive.

Establish location of placement of the new facilities within the right of way on SR 482 and within tracts and/or easements.

Develop a schedule for the finalization of design plans and permits.

Establish a final construction estimate that includes all procurement costs.

2. Subject to the limitations of the terms and conditions of this Agreement, FDOT agrees to reimburse ORANGE COUNTY for the actual costs of the Preliminary Engineering not to exceed the amount of \$ 82,948.39.

**Invoice Procedures**

3. The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement by FDOT:

- a. ORANGE COUNTY may at monthly intervals submit progress invoices for all costs incurred for the period covered by the invoice.
- b. ORANGE COUNTY shall submit a final invoice to FDOT for payment of all Preliminary Engineering within one hundred and eighty (180) days after written notification from FDOT of final acceptance of the Preliminary Engineering.
- c. All invoices shall be submitted in triplicate. Invoices shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. All cost records and accounts

shall be maintained in the auditable condition for a period of five years after final payment is received by ORANGE COUNTY and shall be subject to audit by a representative of FDOT at any reasonable time during this five year period.

- d. Upon receipt of an invoice, FDOT has twenty (20) days to approve the invoice and to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to ORANGE COUNTY.
- e. If a warrant in payment of an invoice is not issued within forty (40) days from the date the invoice is received a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to ORANGE COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless ORANGE COUNTY requests payment. Invoices which have to be returned to ORANGE COUNTY because of ORANGE COUNTY 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 FDOT. In the event of a bona fide dispute, FDOT's voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.
- f. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- g. ORANGE COUNTY agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- h. In accordance with the Florida Statutes, FDOT, 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. FDOT shall require a statement from the comptroller of FDOT 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 FDOT 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. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.

#### **Miscellaneous Provisions**

4. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.

5. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Leon County, Florida. In any such action, the parties waive any right to jury trial.

6. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.

7. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid U.S. certified mail, return receipt requested, overnight next day courier service, facsimile or email transmission or by delivery in person.

**FDOT:**

**Florida Department of Transportation**

Name of contact: Ty Garner  
District Utility Administrator  
Telephone No.: (386) 943-5254  
Address: 719 S. Woodland Boulevard  
DeLand, FL 32720  
Email address: [Ty.garner@dot.state.fl.us](mailto:Ty.garner@dot.state.fl.us)

**ORANGE COUNTY:**

**ORANGE COUNTY**

Name of contact: Orange County  
ATTN: Utilities Director  
Telephone No.: (407) 254-9809  
Address: 9150 Curry Ford Road  
Orlando, FL 32825  
Email address: [Ray.Hanson@ocfl.net](mailto:Ray.Hanson@ocfl.net)

Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

8. Either FDOT or ORANGE COUNTY may terminate this Agreement at any time without penalty by giving the other party written notice at least thirty (30) days prior to the effective date of said termination; provided, however, that the termination shall not relieve FDOT of the responsibility to reimburse ORANGE COUNTY for costs incurred or services performed before the effective date of the termination.

ORANGE COUNTY

FLORIDA DEPARTMENT OF  
TRANSPORTATION

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto by their duly authorized representatives, as of the date first above written.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County  
Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

By: *Frank J. Allen*

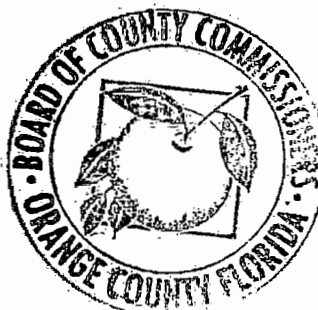
Name: *Frank J. Allen*

Title: *Director*

Legal Review: *[Signature]*

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

By: *[Signature]*  
Deputy Clerk





## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

719 S. Woodland Blvd  
Deland, FL 32720

JIM BOXOLD  
SECRETARY

January 15, 2016

Jose Hernandez  
Orange County  
9150 Curry Ford Road  
Orlando, FL 32825

**Financial Project ID#:** 407143-4-36-01  
**County:** Orange  
**State Road:** 482  
**Document:** 1  
**Federal Aid Project Number:** MULT-009-R  
**Limits:** West of International Drive to Universal Boulevard  
**Job Description:** Widening and Resurfacing

Dear Mr. Hernandez:

The Department has approved the enclosed Utility Work Agreement (FDOT Participating in Expense) and supporting documents, for Preliminary Engineering work on the above referenced project, which is currently estimated at \$82,950.00.

This agreement was made effective on January 4, 2016. All charges for work performed need to be completed on or after this date in order to be eligible for reimbursement.

Upon completion of your preliminary engineering work, your agency is requested to submit a final invoice to the FDOT for payment. As per the FDOT's Utility Invoicing Procedure (710-010-130), all invoicing must be complete within one hundred and eighty (180) days after written notification of final acceptance of the Utility Work.

Should you have any questions concerning this matter, I can be reached at (386) 943-5252 or by email at Megan.Owens@dot.state.fl.us.

Sincerely,

Megan Owens  
D5 Utilities Project Manager

Initials of person typing letter

Attachments:  
cc:

☒ Utility Work Agreement    ☒ Utility Estimate Summary    ☒ Summary Sheet  
Resident utility Coordinator, all attachments  
Fiscal w/ Agreement, Approved Encumbrance, Summary Sheet & Contract Status Change Form (hard copy requested by Fiscal)  
Work Program w/ Agreement and Summary Sheet  
Local Maintenance Office

www.dot.state.fl.us

Exhibit "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT STATUS CHANGE/CHECKLIST**

COMPTROLLER  
01/08

STATE COMPTROLLER USE:

Info Provider: Megan Owens

Received date: \_\_\_\_\_

Return to: Denise Lipscomb

Approved date: \_\_\_\_\_

Mail Station: 4-522

Approved by: \_\_\_\_\_

Phone # of Info Provider: 386-943-5252

CONTRACT NUMBER: ARZ85

SITE/DISTRICT: 5

Total Executed Contract Amount: \$ 82,950.00 / \$ 82,950.00

To date

This action

Status Code (choose one) ☒ 10 = Executed Contract ☐ 4X or 6X = Audit Status (Indicate Year) \_\_\_\_\_  
☐ 20 = In Claims ☐ 99 = Post Design Service ☐ 50 = Complete/Terminated Contract

☒ Original Contract ☐ Amendment (Indicate #) \_\_\_\_\_ ☐ Renewal ☐ Addition (Indicate #) \_\_\_\_\_  
☐ Award ☐ Supplemental (Indicate #) \_\_\_\_\_ ☐ Letter of Authorization (Indicate #) \_\_\_\_\_  
☐ Time Extension ☐ Close Contract ☐ Other Changes (must include comments)

LETTING DATE: 4/27/2016 AWARD DATE: \_\_\_\_\_

DATE OF CONTRACT EXECUTION (Last Signed Date): 1/4/2016

If last date signed > contract start date you must submit emergency certification (287.059 F.S. (2) 1) or Certificate of noncompliance (287.059 F.S. (2)) or settlement document (CM4(87-88) or CM11 (91-92)).

CONTRACT BEGINNING DATE: 11/19/2015 ENDING DATE: 11/18/2020

SERVICES BEGINNING DATE: 1/4/2016 SERVICES ENDING DATE: 11/18/2020

VENDOR NAME: Orange County

VENDOR NUMBER (FEID/SS): F596000773016

PROJECT NUMBER: 407143-4-36-01

PROJECT NUMBER: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

CAN THIS CONTRACT BE RENEWED? ☐ YES ☒ NO

SERVICE TYPE: 991680

PAGE NUMBER RENEWAL CLAUSE IN CONTRACT: N/A

Comments:

Certification Statement: I certify that the above information is correct and a true reflection of information contained in the above referenced contract.

Approved by: (Printed or typed) Denise Lipscomb Title: Financial Services Manager

Approval Signature: \_\_\_\_\_ Approval Date: \_\_\_\_\_

## D5 UWHC Summary Sheet

Need to complete Form No. 350-020-03 to send to Comptroller with Original Agreement

**Financial Project Number:** 407143-4-36-01  
**Utility Company Name:** Orange County Reimburable Preliminary Engineering Agreement

\*(Note: For Lump Sum Agreements, Column G amount is \$0.00, there is no CEA on Lump Sum Agreements)

\*(Note to Work Program) The amount in Column C plus the amount in Column E (10 % Contingency) is the amount to be loaded under Phase 56; the amount in Column G (2% CEA) is to be loaded under Phase 61. The amount in Column I is the Total Agreement Amount (with all additives).

Amount Received: \_\_\_\_\_ Date Received: \_\_\_\_\_

(Contractor Bid Lower than Amount Received from UAO)

Contractor Bid Amount

Funds in Escrow \$0.00

(Contractor Bid Higher than Amount Received from UAO)

Contractor Bid Amount

Additional Funds Needed \$0.00

Exhibit "A"

Adjustmnt No.	Adjustment w/o Additives	Contingency + Amount 10%	CEA + Amount 2%	=	New Value of UWHC Agreement	Contingency Construction Has Available	Construction CSA/WO #	Comments
<b>PH 36 01</b>								
	\$82,948.39				\$82,948.39			Original Agreement Contract Amount
	(\$82,948.39)	+		=	(\$82,948.39)			
	\$0.00		\$0.00		\$0.00	\$0.00		New Contract Amount as of this adjustment
	\$0.00	+	\$0.00		\$0.00			
	\$0.00		\$0.00		\$0.00	\$0.00		New Contract Amount as of this adjustment
	\$0.00	+	\$0.00		\$0.00			
	\$0.00		\$0.00		\$0.00	\$0.00		New Contract Amount as of this adjustment
	\$0.00	+	\$0.00		\$0.00			
	\$0.00		\$0.00		\$0.00	\$0.00		New Contract Amount as of this adjustment
	\$0.00	+	\$0.00		\$0.00			
	\$0.00		\$0.00		\$0.00	\$0.00		New Contract Amount as of this adjustment



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY ESTIMATE SUMMARY**

710-010-08  
 UTILITIES  
 03/13

<b>Financial Project ID: 407143-4-36-01</b>	<b>Federal Project ID: MULT-009-R</b>
<b>County: Orange</b>	<b>State Road No.: 482</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): Orange County</b>	

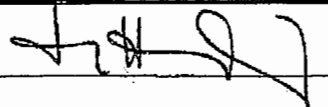
1.

<b>TYPE OF WORK ESTIMATED:</b> (Mark "X" in appropriate box(es).)		
<u>Engineering</u>	<u>Relocation/ Installation</u>	<u>Item(s)</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Force Account
<input type="checkbox"/>	<input type="checkbox"/>	Lump Sum
<input type="checkbox"/>	<input type="checkbox"/>	Third party Contract
<input type="checkbox"/>	<input type="checkbox"/>	DOT Administered Contract
<input type="checkbox"/>	<input type="checkbox"/>	Other _____

2.

<b>ESTIMATE SUMMARY:</b> (If more than one work order complete "Total" Column.)			
<u>Item(s)</u>	<u>Job or Work Order No.</u> (1)	<u>Job or Work Order No.</u> ( )	<u>Total</u>
Preliminary Engineering	82948.39		
R/W (Acquisition Only)			
Construction Engineering			
Construction Labor			
Materials & Supplies			
Materials Handling Charges			
Transportation & Equipment			
Contract Construction			
Miscellaneous Expense			
General Overhead Costs ( %)			
<b>GROSS RELOCATION COSTS:</b>			
*Salvage			
*Betterment			
*Expired Service Life			
*Nonreimbursable			
<b>TOTAL CREDITS:</b>	( )	( )	( )
<b>TOTAL REIMBURSABLE COSTS:</b>	82948.39		
*% To be Applied to Final Billing for Credits Due Project.	( %)	( %)	( )

SUBMITTED FOR THE UTILITY OWNER BY:



DATE: 12/15/2015

TO: UT546RM@dot.state.fl.us  
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARZ85

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #ARZ85 Contract Type: Method of Procurement:  
Vendor Name: ORANGE COUNTY PU  
Vendor ID: VF596000773016  
Beginning date of this Agmt: 11/19/15  
Ending date of this Agmt: 11/18/20

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
\*\*\*\*\*

Action: ORIGINAL Funds have been: APPROVED

55 054010508 *NI	*131500 *	82950.00	*40714343601	*216 *
2016	*55100100		*088849/16	
0001	*00 *		*0001/04	

-----  
TOTAL AMOUNT: \*\$ 82,950.00 \*  
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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 11/23/2015

**EXHIBIT B**

**ORANGE COUNTY'S INVOICE No. 028111-2**

(See attached two pages)



ORANGE COUNTY UTILITIES  
9150 CURRY FORD ROAD  
ORLANDO, FLORIDA 32825-7600

CUSTOMER INQUIRIES: 407-836-5515  
TOLL FREE: 800-626-1140  
24 HOUR EMERGENCY: 407-836-2777

FLORIDA DEPARTMENT OF  
TRANSPORTATION

Account Number: 5399147700

Billing Date: 8/28/2020

Due Date: 9/21/2020

[www.ocfl.net/PayUtilities/](http://www.ocfl.net/PayUtilities/)

*We're excited to offer new payment options you've been asking for, including the ability to save your payment source in a virtual wallet. Log in now at [www.ocfl.net/payutilities](http://www.ocfl.net/payutilities)*

**Account Summary as of August 28, 2020**

Previous Balance	\$0.00
Payments Received	0.00
Balance Forward	0.00
Current Charges	48,100.84
<b>Total Amount Due</b>	<b>\$48,100.84</b>

**Other Misc Government**

**Other Misc Government**

**Service from 9/20/15 - 1/10/16**

Contract ARZ85 Invoice 028111-2

FPID No. 407143-4-36-01

CPH Project No. 028111

Reimbursement for payment made  
to consultant CPH Inc

01/04/16-02/29/16 70,572.94

05/01/2020 -22,472.10

**Subtotal \$48,100.84**

**Total Charge for All Services at This Address**

**\$48,100.84**



RETURN THIS PORTION WITH PAYMENT - DO NOT SEND CASH THROUGH MAIL

Please make checks payable to Orange County Utilities

[www.ocfl.net/PayUtilities/](http://www.ocfl.net/PayUtilities/)

9150 Curry Ford Road  
Orlando, FL 32825

Account Number	Total Due	Due Date	Amount Paid
5399147700	\$48,100.84	09/21/2020	



FLORIDA DEPARTMENT OF TRANSPORTATION  
719 S WOODLAND BLVD #MS 2-546  
DELAND FL 32720-6834

SEND PAYMENTS TO:  
**Orange County Utilities**  
PO Box 628068  
Orlando, FL 32862-8068

5399147700000000000048100846

Exhibit "B"

Orange County Utilities is not responsible for undelivered or late mail. In the event you fail to receive a utility bill, please call our office (numbers shown below). Acceptable forms of payment: cash, check, money order, debit card, Visa®, MasterCard®, Discover®, and American Express®.

Payment locations: 9150 Curry Ford Road, participating 7-Eleven® stores equipped with Vcom® kiosks, Amscot Financial® locations, participating Winn-Dixie® and Save Rite® stores equipped with Western Union® services, and any Walmart®, Walmart Supercenter®, or Walmart Neighborhood Market®. For your convenience, drop boxes are located at 9150 Curry Ford Road and 201 South Rosalind Avenue. Drop box payments are processed the following business day. Acceptable drop box payments are checks and money orders.

**ANY AMOUNT NOT PAID BY THE DUE DATE IS SUBJECT TO A LATE FEE OF 1.5%**

**9150 Curry Ford Road Lobby and Drive Thru Hours: 8:00 a.m. - 5:00 p.m. Monday - Friday**

**Telephone Numbers:**

General Inquiry and Trouble Calls:	407-836-5515	TDD Number (Hearing Impaired):	407-254-9977
24-HOUR EMERGENCY:	407-836-2777	Toll Free (Outside Orange County):	800-626-1140

Mail All Correspondence To: PO Box 312 Orlando, FL 32802-0312

Para más información, por favor llame al Departamento de Servicios Públicos del Condado de Orange y pida hablar con un representante en español. El número de teléfono es 407-836-5515.

Exhibit "B"