



## Legislation Text

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**File #:** 25-1104, **Version:** 1

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### Interoffice Memorandum

**DATE:** August 1, 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 Utility Engineering Agreement between Orange County, Florida and Duke Energy Florida, LLC d/b/a Duke Energy for the widening of Reams Road, from south of Summerlake Park Boulevard to Taborfield Avenue. District 1. (Engineering Division)

**PROJECT:** N/A

**PURPOSE:**

Orange County is planning to widen Reams Road from two lanes to four lanes. The project limits extend from just south of Summerlake Park Boulevard to Taborfield Avenue. A Duke Energy transmission line is located along the corridor within an existing easement. The easement conflicts with the proposed roadway improvements.

Duke Energy has requested that Orange County cover all engineering design costs necessary to relocate the transmission line, as it is located within their easement. The costs include surveying, geotechnical investigations, and engineering design. The attached Utility Engineering Agreement indicates that Orange County's financial responsibility is limited to an amount not to exceed 20% above the estimated total of \$289,451. Any work exceeding this limit will require written approval from Orange County prior to commencement.

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

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**BUDGET: N/A**

## UTILITY ENGINEERING AGREEMENT

This Utility Engineering Agreement (this "Agreement") is entered into this 26 day of August between Orange County, Florida ("COUNTY") a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393 and Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, whose mailing address is 3300 Exchange Place NP2C, Lake Mary, FL 332746 ("DUKE").

### WITNESSETH

WHEREAS, the COUNTY will be undertaking the construction of improvements to Reams Road between Summerlake Park Blvd and Taborfield Avenue (the "Project");

WHEREAS, the Project will impact certain DUKE facilities located within a DUKE Easement;

WHEREAS, this DUKE Easement was recorded on August 9, 1971, in the Official Records of Orange County at Deed Book 2099 Page 850, July 8, 1971, in the Official Records of Orange County at Deed Book 2086 Page 345, and March 23, 1971, in the Official Records of Orange County at Deed Book 2045 Page 448 ("DUKE Easements");

WHEREAS, DUKE owns DUKE facilities in the DUKE Easement that lie within the Project location map set forth in **Exhibit "A"** attached hereto and incorporated herein by reference;

WHEREAS, DUKE and the COUNTY have therefore determined that DUKE facilities will conflict with the Project, unless removed and relocated; and

WHEREAS, the COUNTY, pursuant to Florida law, including Florida Statutes, §§337.401 through 337.404 and the COUNTY right of way regulations, has requested that DUKE undertake such engineering services necessary to relocate DUKE's facilities at the COUNTY's expense to eliminate the conflict between the Project and DUKE's facilities.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, both parties agree as follows:

### **AGREEMENT TO REIMBURSE DUKE ENERGY**

1. In connection with the project: CIP #5139; Reams Road (the "Project"), DUKE will coordinate with the COUNTY and perform the engineering services necessary to relocate DUKE's facilities affected or potentially affected by the Project as follows:

(a) DUKE will conduct an engineering analysis and prepare an engineering design (the “Engineering Plans”) to relocate or adjust DUKE’s transmission line facilities where such facilities conflict with the Project’s improvement plans. The Engineering Plans may include, but are not limited to, soil borings, consultant design services, a survey, and subsurface utility exploration. DUKE shall base the Engineering Plans on the most current Project’s plans dated March 7, 2025, provided by the COUNTY. If the COUNTY modifies the Project’s design in such a manner that would require DUKE to materially redesign its Engineering Plans, the COUNTY shall reimburse DUKE for the costs for such redesign plans.

2. Subject to the terms and conditions of this Agreement, the COUNTY agrees to reimburse DUKE for the actual costs of the Project Engineering, which DUKE estimates to be \$289,451.00 (“Estimated Cost”). The COUNTY will pay the Estimated Cost to DUKE in full before DUKE will begin the Project Engineering. In the event that the estimated cost exceeds the final total actual costs incurred by DUKE for the work performed, DUKE shall return the amount of the excess in full to the COUNTY or apply it against the estimated cost of procurement of materials and construction (“Relocation of facilities”) based on the preference of the COUNTY. Additionally, DUKE may submit a final invoice to the COUNTY for payment of all actual cost in excess of the estimated cost within approximately six (6) months of DUKE’s completion of work performed. An excess cost of more than twenty percent (20%) of the Estimated Cost shall require approval by the Orange County Board of County Commissioners. The COUNTY shall deliver payment of the final invoice amount in full to DUKE within ninety (90) days of the COUNTY’s receipt of said final invoice.

### **Miscellaneous Provisions**

3. 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.

4. This Agreement shall be governed by the laws of the State of Florida. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. The Parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors under or connected with this Agreement or any of its provisions and any negotiations in connection herewith. The Parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

5. 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 severability law.

6. 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, email transmission, or by delivery in person.

The COUNTY:

Name of contact: Orange County Administrator  
Address: P.O. Box 1393  
Orlando, FL 32802-1393  
Attention: County Administrator

With a copy to:

Name of contact: Orange County Public Works  
Address: 4200 South Young Parkway  
Orlando, FL 32839  
Attention: Manager, Engineering Division

Duke Energy:

Duke Energy Florida, LLC, d/b/a Duke Energy  
Name of contact: Shahmalini Waen  
Address: 3300 Exchange Place, NP2C  
Lake Mary, FL 32746  
Telephone No.: (561) 281- 8296  
Email address: [shahmalini.waen@duke-energy.com](mailto:shahmalini.waen@duke-energy.com)

With a copy to:

Shantel Ocampo, Esq.  
Counsel  
452 East Crown Point Road, WG14  
Winter Garden, Florida 34787  
Telephone No.: (407) 905-3380  
Email address: [shantel.ocampo@duke-energy.com](mailto:shantel.ocampo@duke-energy.com)

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.

7. COUNTY may terminate this Agreement at any time and for any reason 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 termination by the COUNTY shall not relieve the COUNTY of the responsibility to reimburse DUKE for costs incurred or services performed before the effective date of the termination. In the event COUNTY terminates this Agreement as provided herein, DUKE shall return in full the portion of the Estimated Cost that exceeds the amount of actual costs incurred by DUKE to the COUNTY within sixty (60) days from the effective date of the termination.

8. This Agreement may be executed in original or electronic counterparts, each of which shall be deemed to be an original, and of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALL BY THE PARTIES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Duke Energy:

**DUKE ENERGY FLORIDA, LLC**, a Florida  
limited liability company d/b/a DUKE ENERGY

By: Troy Buis

Print name: Troy Buis

Title: General Manager, Transmission Engineering - FL

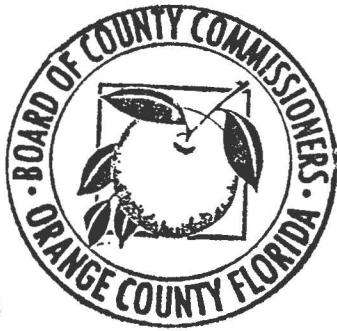
APPROVED  
By: [Signature] at 9:29 pm, Jun 12, 2025

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Bryan W. Brooks

*for* Jerry Demmings  
Orange County Mayor

Date: 26 August, 2025

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

By: Jennifer Lara-Klimenta  
*for* Deputy Clerk

Print Name: Jennifer Lara-Klimenta

**EXHIBIT "A"**

