



Interoffice Memorandum

August 14, 2020

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

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", positioned to the right of the "FROM:" field.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
First Amendment to Utility Line Construction Reimbursement
Agreement for CR 545 – Segment 4 Reclaimed Water Main
Improvements**

**Contact Person: Lindy Wolfe, P.E.
Manager, Utilities Engineering Division
407-254-9918**

On January 14, 2020, the County and D.R. Horton, Inc. (the "developer") entered into the Utility Line Construction Reimbursement Agreement CR 545 – Segment 4 Reclaimed Water Main Improvements (the "agreement") for the developer to replace approximately 2,000 linear feet of existing 20-inch reclaimed water main with a 30-inch pipe along their proposed roadway widening route. The agreement was approved prior to the final design of the pipeline replacement and the County's payment obligation was based on a developer's engineer's preliminary estimate.

The recently completed final design of the pipeline accounted for additional construction complexity and additional work requested by the County. This includes additional pipe length and a by-pass pipeline necessary to maintain service to our existing customers during construction. Because of this additional work and complexity, the County's current estimated construction cost exceeds the County's payment obligation amount in the agreement.

With this First Amendment, Utilities Department staff requests that the County's payment obligation amount be increased from \$831,700 to \$1,544,700, which includes a 10% contingency.

The County Attorney's Office staff has reviewed the amendment and finds it acceptable. Utilities Department staff recommends approval.

Action Requested: Approval and execution of First Amendment to Utility Line Construction Reimbursement Agreement for CR 545 – Segment 4 Reclaimed Water Main Improvements by and between Orange County and D.R. Horton, Inc. to increase the County's maximum total payment obligation to \$1,544,700.

District 1.

BCC Mtg. Date: September 1, 2020

**FIRST AMENDMENT TO UTILITY LINE CONSTRUCTION REIMBURSEMENT
AGREEMENT FOR CR 545 – SEGMENT 4 RECLAIMED WATER MAIN
IMPROVEMENTS**

THIS FIRST AMENDMENT TO UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR CR 545 – SEGMENT 4 RECLAIMED WATER MAIN IMPROVEMENTS (the “**Amendment**”) is made and entered into as of the date of last execution below (the “**Effective Date**”) by and between Orange County, a charter county and political subdivision of the State of Florida (the “**County**”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and D.R. Horton, Inc., a Delaware corporation (the “**Developer**”), whose principal address is 1341 Horton Circle, Arlington, Texas 76011. Hereinafter, the County and the Developer may be referred to individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

WHEREAS, on January 14, 2020, the Parties entered into that certain Utility Line Construction Reimbursement Agreement for CR 545 – Segment 4 Reclaimed Water Main Improvements (the “**Agreement**”); and

WHEREAS, after the execution of the Agreement, the Construction Plans (as such term is defined in the Agreement) were accepted by the County; and

WHEREAS, based on the Construction Plans, the County has determined that additional funds are needed to cover additional work associated with the Extension (as such term is defined in the Agreement); and

WHEREAS, the County has determined that the expenditures of funds and the achievement of the objectives of the Agreement, as modified by this Amendment, are in the public interest; and

WHEREAS, the Agreement’s “**Total Payment Obligation**” is defined herein as the sum of the Pre-Construction Cost, the Construction Administration Cost and the Construction Cost (as such terms are defined in the Agreement); and

WHEREAS, the Parties wish to amend the Agreement to: (i) increase the Total Payment Obligation amount from \$831,700 to \$1,544,700 to cover the increased cost associated with the Extension, and (ii) replace **Exhibit “C”** to include additional pay items associated with the additional work.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt of which are acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS INCORPORATED. All of the recitals set forth above are true and correct, and are incorporated in and made a part of this Amendment by this reference.

SECTION 2. DEFINITIONS. Defined (capitalized) terms used in this Amendment, but not defined in this Amendment, have the meanings given to such terms by the Agreement.

SECTION 3. INCREASE TO CONSTRUCTION COST. Subsection 5.2C. of the Agreement is hereby amended and replaced in its entirety as follows:

- C. All actual and reasonable total Construction Cost in an amount not to exceed \$1,485,000.00.

SECTION 4. EXHIBITS. Exhibit "C" of the Agreement is hereby amended and replaced in its entirety with the version of Exhibit "C" attached to this Amendment.

SECTION 5. RATIFICATION; CONFLICT. Except as specifically modified and amended by this Amendment, the Agreement remains in full force and effect and is ratified and confirmed by the Parties. In the event of a conflict between the express terms of the Agreement, and this Amendment, the terms and provisions of this Amendment shall control and be given effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the dates indicated below by their duly authorized representatives.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

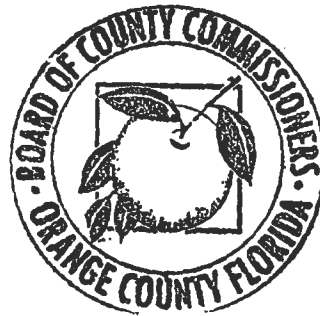
By: Jerry L. Demings
Jerry L. Demings
for Orange County Mayor

Date: SEP 01 2020

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

By: Katie Smith
Deputy Clerk

Print Name: Katie Smith



WITNESSES:

D.R. Horton, Inc., a Delaware corporation

Nicole Divenzo
Print Name: Nicole Divenzo

SEAN BAILEY
Print Name: SEAN BAILEY

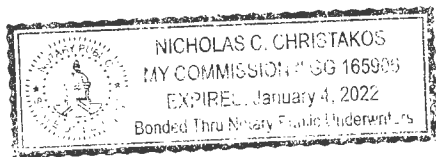
By: *[Signature]*
Name: John Valantasis
Title: Asst. Sec

Date: 8/10/20

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of August, 2020 by John Valantasis, as Asst Sec of **D.R. Horton, Inc.**, a Delaware corporation, who is personally known to me or has produced _____ as identification.

(Notary Stamp)



[Signature]
Signature of Notary Public
Print Name: Nicholas C Christakos
Notary Public, State of Florida
Commission Expires: 1/4/22

EXHIBIT "C"
Standard Bid Form and Pay Items for Extension

EXHIBIT "C"
STANDARD BID FORM AND PAY ITEMS
CR 545 WIDENING SEGMENT 4 - RECLAIMED WATERMAIN EXTENSION

Description	Quantity	Unit	Unit Price	Total
Mobilization		LS		
Maintenance Bond		LS		
Payment & Performance Bond		LS		
30" DIP RWM ⁽¹⁾		LF		
30" RW Gate Valve ⁽²⁾		EA		
RW Pipe Fittings and Restraints		LS		
RWM Pressure Testing		LF		
Connect to Existing Reclaimed Watermain		EA		
Removal of Existing RWM		LF		
Grout Existing 24" Reclaim Pipe		LF		
Temporary Bypass System ⁽³⁾		LF		
Open Cut and Restore Existing Roadway		LS		
As-Builts		LS		
Total				

Notes:

- (1) 30" DIP RWM unit cost includes geotechnical testing, tracer wire, dewatering, grading, and sod. All costs include installation, backfill, compaction and restoration.
- (2) 30" RWM Gate Valve unit costs include valve pads and thrust blocks.
- (3) Temporary bypass system unit costs include bypass pipe, fittings, jumper connection, wet tap, removal of the temporary system, and costs of cleaning, pressure testing, and chlorinating.