

Agency: City of Orlando Vendor No: F596000396 001	Fund: LF Contract Amount: \$189,837.00	Financial Management No.: 437330-1-52-02
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF ORLANDO**

This **AGREEMENT**, made and entered into this ____ day of _____, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”) and the CITY OF ORLANDO, a Florida municipal corporation together with the South Downtown Improvement District (NID) (collectively 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 apart 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 527 Resurfacing from Hansel Avenue/Orange Avenue to Grant Street”, said project being known as Financial Management (FM) Number 437330-1-52-02, 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 for: Roadway Improvements along Orange Avenue between Pineloch Avenue and Grant Street, in Fiscal Year 2018/2019, said Project being known as FM# 437330-1-52-02, 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 527 Resurfacing from Hansel Avenue/Orange Avenue to Grant Street 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 herein shall 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 and maintain the constructed improvements in perpetuity as specified in Exhibit "A", Scope of Services.

5. Participation 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 **\$717,467.00 (Seven Hundred Seventeen Thousand Four Hundred Sixty Seven Dollars and No/100)**. 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 Project is being funded by the LOCAL GOVERNMENT along with designated MetroPlan Transportation Planning Organization funds in the amount of **\$527,630.00 (Five Hundred Twenty Seven Thousand Six Hundred Thirty Dollars and No/100)**. Said funds are programmed under Financial Management Number **437330-1-52-02**. As described in paragraph 5(C) below, the LOCAL GOVERNMENT agrees that it will provide the balance of the funding necessary to complete the Project.

(C) The LOCAL GOVERNMENT agrees that it will, at least thirty (30) days prior to the DEPARTMENT'S advertising the Project for bid, furnish the DEPARTMENT a contribution in the amount of **\$189,837.00 (One Hundred Eighty Nine Thousand Eight Hundred Thirty Seven Dollars and No/100)** to be used for the estimated Project cost for Locally Funded Project number 437330-1-52-02. The DEPARTMENT shall utilize this contribution for payment of the costs of the Project.

(D) If the LOCAL GOVERNMENT'S share of the actual cost of the Project is less than the funds provided, the excess will be applied to other phases on the Project.

(E) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(F) The DEPARTMENT and the LOCAL GOVERNMENT agree that the payment shall be an asset of the DEPARTMENT for the cost of the work.

6. Contact Persons:

Florida Department of Transportation

Point of Contact

Holly Lopenski
Program Coordinator
719 South Woodland Boulevard, M.S. 4-520
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Local Government

Martin Hudson
Project Manager – South Downtown Improvement District
400 South Orange Avenue
P.O. Box 4990
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9. 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.

10. 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.”

11. 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.

12. 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.

13. 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.

14. 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.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2018, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2018.

CITY OF ORLANDO

By: _____

Name: _____

Title: _____

Attest:

Denise Aldridge, City Clerk

Legal Review

Chief Assistant City Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Financial Provisions Approval by
Department of Comptroller on:

May 4, 2018

Exhibit “A”

SCOPE OF SERVICES FM#: 437330-1-52-02

SR 527 (ORANGE AVENUE) FPN 437330-1 FROM SOUTHBOUND BIFURCATION TO NORTH OF GRANT STREET

The following items are being constructed as part of the Local Funding Agreement (LFA) with the City of Orlando for improvements along Orange Avenue between Pineloch Avenue and Grant Street.

1. Upgrade intersection pedestrian crosswalk lighting from the standard FDOT luminaire to the City’s decorative standard, SoleCity. The City’s participation is the cost difference between the FDOT standard lighting and the decorative SoleCity standard as shown on the lighting plans including additional pull boxes, conduit, and conductors. This includes additional poles and fixtures required to meet the current FDOT lumen standards at the locations indicated in the following table:

Intersection	Standard FDOT LED Luminaires needed to meet FDOT Standards	SoleCity Fixtures needed to meet FDOT Standards (additional lights)
Pineloch Avenue	8	11 (+3)
Michigan Street	8	10 (+2)
Grant Street	5	6 (+1)
Total	21	27 (+6)

2. The following roadway improvements will be constructed (MetroPlan Funded):

Construct median separators as follows:

- Between Sta. 98+72 and Sta. 101+95, width varies
- Sta. 105+20 and Sta. 107+20, width varies

Construct decorative crosswalks as follows:

- Each leg of the Pineloch Avenue/Orange Avenue intersection
- Each leg of the Michigan Street/Orange Avenue intersection
- Each leg of the Grant Street Street/Orange Avenue intersection
- Local named sidestreets between Pineloch Avenue Grant Street

Construct sodded bump out islands and new curbing as follows:

- Sta. 116+31 to Sta. 117+22 LT.
- Sta. 117+13 to Sta. 117+80 Rt.
- Sta. 118+10 to Sta. 118+95 Rt.
- Sta. 119+20 to Sta. 119+53 Rt.
- Sta. 118+36 to Sta. 118+96 Lt.
- Sta. 120+59 to Sta. 121+30 Rt.
- Sta. 121+60 to Sta. 122+39 Rt.
- Sta. 123+56 to Sta. 124+40 Rt.
- Sta. 124+70 to Sta. 126+06 Rt.
- Sta. 124+82 to Sta. 126+06 Lt.

Construct new drainage inlets as follows:

- Sta. 00+42 Rt. (Crystal Lake Street)
- Sta. 00+42 Lt. (Crystal Lake Street)
- Sta. 121+02 Rt.
- Sta. 121+26 Rt.
- Sta. 121+68 Rt.
- Sta. 121+90 Rt.
- Sta. 124+44 Rt. (42' Trench Drain)
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3. The City agrees to maintain all decorative and streetscape elements constructed in this contract including patterned pavement, decorative cross walks, decorative signs, decorative lighting, and newly sodded areas created in the median and curb bump outs.

The Project includes patterned pavement in vehicular and non-vehicular areas. Within sixty (60) days of project acceptance, the LOCAL GOVERNMENT shall evaluate all lanes of each patterned crosswalk for surface friction pursuant to Section 2.1.6.2 of the Plans Preparation Manual, Volume 1, Maintenance Memorandum of Agreement Requirements for Patterned Pavement. The friction test shall be conducted using either a locked wheel tester in accordance with FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements) or a Dynamic Friction Tester in accordance with ASTM E1911. FM 5-592 can be accessed at the following link:

<http://maerials.dot.state.fl.us/smo/administration/resources/library/publications/fstm/Methods/fm5-592.pdf>.

The initial friction resistance must be at least thirty-five (35) obtained at forty (40) mph with a ribbed tire test (FN40R) or equivalent. Failure to achieve this minimum resistance must require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the DEPARTMENT determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Approved Products List (APL) or replaced with conventional pavement.

Approximately one (1) year after project acceptance and every two (2) years thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk must be tested for friction resistance in accordance with ASTM E274 or ASTM E1911. Friction resistance shall, at a minimum, have a FN40R value of thirty-five (35) or equivalent.

The results of all friction tests shall be sent to the DEPARTMENT'S Project Manager with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.

Failure to achieve the minimum resistance must require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas must be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the DEPARTMENT determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the APL or replaced with conventional pavement.

When remedial action is required in accordance with the above requirements, the LOCAL GOVERNMENT shall complete all necessary repairs at its own expense within ninety (90) days of the date when the deficiency is identified. No more than two (2) full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.

The DEPARTMENT will not be responsible for replacing the treatment following any construction activities in the vicinity of the treatment.

Should the LOCAL GOVERNMENT fail to satisfactorily perform any required remedial work in accordance with this Agreement, the DEPARTMENT reserves the right to replace the

patterned pavement with conventional pavement (matching the adjacent pavement) and bill the LOCAL GOVERNMENT for this cost.

After construction is complete, the LOCAL GOVERNMENT shall at all times be responsible, at their own cost and expense, for maintaining the Additional Improvements constructed under this agreement in perpetuity which includes clean-up, removal and disposal of debris from catastrophic events or accidents as well as routine maintenance. If the roadway needs to be rehabilitated and/or resurfaced at any time in the future, the DEPARTMENT is under no obligation to restore, repair or replace the Additional Improvements.

Exhibit “B”

Estimate FM# 437330-1-52-02

The DEPARTMENT’S current estimate of cost for the Additional Improvements is

\$717,467.00 (Seven Hundred Seventeen Thousand Four Hundred Sixty Seven Dollars and No/100). The Project is being funded by the LOCAL GOVERNMENT along with designated MetroPlan Transportation Planning Organization funds in the amount of **\$527,630.00 (Five Hundred Twenty Seven Thousand Six Hundred Thirty Dollars and No/100).** Said funds are programmed under Financial Management Number 437330-1-52-02. The LOCAL GOVERNMENT agrees that it will provide the balance of the funding necessary to complete the Project in the amount of **\$189,837.00 (One Hundred Eighty Nine Thousand Eight Hundred Thirty Seven Dollars and No/100)** for full payment of the estimated Project Additional Improvements.

Exhibit “C”

Resolution

FM# 437330-1-52-02