

**RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:**

**ACCEPTING AND AUTHORIZING THE CHAIRMAN TO EXECUTE AN
OFF SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT,
A LOCALLY FUNDED AGREEMENT, AND A THREE-PARTY ESCROW
AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION, FOR THE STATE ROAD 46 (FROM EAST OF
COUNTY ROAD 15/ UPSALA ROAD TO FRENCH
AVENUE) IMPROVEMENTS PROJECT; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the State of Florida, Department of Transportation, and Seminole County desire to facilitate the State Road 46 (from east of County Road 15 / Upsala Road to French Avenue) widening, milling, resurfacing and restriping of West Airport Boulevard to include a dedicated right turn lane Improvements Project; and

WHEREAS, the State of Florida, Department of Transportation, has requested Seminole County to execute and deliver to the State of Florida, Department of Transportation, an Off System Construction and Maintenance Agreement (Attachment 1), a Locally Funded Agreement (Attachment 2), and a Three-Party Escrow Agreement (Attachment 3) for the State Road 46 (from east of County Road 15 / Upsala Road to French Avenue) widening, milling, resurfacing and restriping of West Airport Boulevard to include a dedicated right turn lane Improvements Project. FDOT - FPN 447103-1-52-01/02.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida, Department of Transportation, an Off System Construction and Maintenance Agreement (Attachment 1), a Locally Funded Agreement (Attachment 2), and a Three-Party Escrow Agreement (Attachment 3) for the project described above. FPN 447103-1-52-01/02.

ADOPTED THIS 27th DAY OF February, 2024

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

GRANT MALOY, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.

Jay Zembower, Chairman

OFF SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT

Between

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")**

and

**SEMINOLE COUNTY
("LOCAL GOVERNMENT")**

This **AGREEMENT**, made and entered into _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "LOCAL GOVERNMENT"),

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete the various projects included in the DEPARTMENT'S Work Program; and

WHEREAS, included in the DEPARTMENT'S Work Program is Financial Project Number 447103-1-52-01 (State Road 46 from east of County Road 15 / Upsala Road to French Avenue) located in Seminole County, Florida, hereinafter referred to as the "Project", some or all of which is not on the State Highway System; and

WHEREAS, due to the direct impact of the Project on off-system roadways that are under the jurisdiction of the LOCAL GOVERNMENT it is necessary for the DEPARTMENT to enter onto the LOCAL GOVERNMENT's roadways and to construct certain improvements to said roadways; and

WHEREAS, the parties hereto agree that it is the best interest of the State of Florida and the LOCAL GOVERNMENT for the DEPARTMENT to undertake and complete the design, construction, construction inspection, utility accommodation, and securing of permits necessary to construct the Project; and

NOW THEREFORE,

1. The recitals set forth above are hereby incorporated herein as if restated and set forth herein.
2. The parties agree that the DEPARTMENT shall undertake and complete the Project. The Project shall include the tasks described in Exhibit "A" hereto and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENT shall fully cooperate with and shall support the DEPARTMENT'S work efforts in these regards. The LOCAL GOVERNMENT hereby grants to the DEPARTMENT, its Contractors, representatives, employees, and agents the right to enter onto LOCAL GOVERNMENT property to accomplish the tasks required by the Project. This right of entry shall continue in full force and effect throughout the time that the Project is ongoing. The DEPARTMENT shall have final decision-making authority with respect for construction of the Project.
3. The LOCAL GOVERNMENT by virtue of the formal resolution, copy attached hereto as Exhibit "B", approving this agreement, consents to and authorizes the DEPARTMENT to

act on behalf of, for the benefit of, and in the name of the LOCAL GOVERNMENT, to further do all acts necessary, specifically the construction of improvements for the benefit of the LOCAL GOVERNMENT, providing Construction Engineering Inspection (CEI) Services, and securing all environment and regulatory permits.

4. To the extent necessary, the LOCAL GOVERNMENT hereby appoints the DEPARTMENT as its agent for purposes of construction, reconstruction, and relocation of utilities under Section 337.403(1), Florida Statutes. The LOCAL GOVERNMENT agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction, and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction, and post-construction phase to identify, plan, and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters.
5. The Parties acknowledge and agree that the right of way and the improvements and structures located inside DEPARTMENT right of way or on other DEPARTMENT owned property will remain the right of way and the property of the DEPARTMENT and that the right of way and the improvements and structures located inside LOCAL GOVERNMENT right of way or on other LOCAL GOVERNMENT owned property will remain the right of way and the property of the LOCAL GOVERNMENT.
6. The DEPARTMENT and the LOCAL GOVERNMENT shall cooperate with each other and keep each other well informed of the work efforts and progress hereunder. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders, and supplemental agreements associated with the construction contract for the Project.
7. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties, if any, for improvements made outside of DEPARTMENT right of way and outside of other DEPARTMENT property shall be made in favor of the LOCAL GOVERNMENT.
8. The DEPARTMENT shall require its Contractor to provide insurance as required by the DEPARTMENT construction contract specifications.
9. Upon completion of the Project, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL GOVERNMENT. Upon issuance of the Notice of Final Acceptance, the LOCAL GOVERNMENT shall be immediately responsible for the perpetual maintenance of those portions of the Project that are located within the right of way limits of State Road 46 from east of County Road 15 / Upsala Road to French Avenue. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the LOCAL GOVERNMENT understands and agrees that the DEPARTMENT shall transfer all permits for those portions of the Project that are located within the right of way limits of State Road 46 from east of County Road 15 / Upsala Road to French Avenue, if any, to the LOCAL GOVERNMENT

as the operational maintenance entity and the LOCAL GOVERNMENT agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits. The LOCAL GOVERNMENT agrees to cooperate and to support the DEPARTMENT'S efforts to secure permits necessary for and associated with the Project.

10. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the Project is completed by the DEPARTMENT and the improvements have been turned over to the LOCAL GOVERNMENT by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to, budgetary and bid cost considerations.
11. Pursuant to Section 287.058, Florida Statutes, 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 the LOCAL GOVERNMENT in conjunction with this Agreement except for the obligation of the LOCAL GOVERNMENT to maintain the Project and said Agreement shall be perpetual as to that obligation.
12. If any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL GOVERNMENT to enter into this Agreement or to undertake the Project, the LOCAL GOVERNMENT will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.
13. It is understood that the DEPARTMENT'S participation in said Project is subject to:
 - a) Legislative approval of the DEPARTMENT's appropriation request in the work program year that the project is scheduled.
 - b) Availability of funds based on the following limitations:
 - i. The DEPARTMENT's performance and obligations to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. If the DEPARTMENT's funding for this project is in multiple years, funds approved from the DEPARTMENT's Comptroller must be received every year prior to costs being incurred.
 - ii. In the event this agreement is in excess of \$25,000.00 and has a term of a period of more than one year, the provisions of §339.135(6)(a), Florida Statutes, are hereby incorporated. 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 executed only for the value of the services to be rendered or agreed to be paid 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 term for a period of more than one (1) year.”

14. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
15. The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 - a) All persons employed by the LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and
 - b) All persons, including, subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the DEPARTMENT.
16. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail) and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this Agreement. Unless otherwise notified in writing, notices shall be sent to the following:

DEPARTMENT

District Five- Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
386-943-5520
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Anthony Nelson, P.E
County Engineer
Seminole County
100 East 1st Street
Sanford, Florida 32771
(407) 665-5763
anelson@seminolecountyfl.gov

17. No modification of this Agreement shall be binding on the Parties unless reduced to writing and signed by a duly authorized representative of the Parties.

18. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
19. The individual identified as the person to receive notice hereunder shall have the authority to act on behalf of and to bind the LOCAL GOVERNMENT and the DEPARTMENT, respectively, as to all determinations required to be made under the terms of this Agreement.

LOCAL GOVERNMENT

Anthony Nelson, P.E
County Engineer
Seminole County
100 East 1st Street
Sanford, Florida 32771
(407) 665-5763
anelson@seminolecountyfl.gov

DEPARTMENT

Charles M. Heffinger, P.E.
Director of Transportation Operations
State of Florida, Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

**SEMINOLE COUNTY,
FLORIDA**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: See Attached Signature Page

By: _____

Name: _____

Name: Charles M. Heffinger, P.E

Title: _____

Title: Director of Transportation Operations

Date: _____

Date: _____

Attest: _____

By: _____

Title: _____

LOCAL GOVERNMENT Legal Review:

DEPARTMENT Legal Review:

See Attached Signature Page

By:
Attorney

By:
Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____
regular meeting.

ATTEST:

GRANT MALOY, Clerk to the
Board of County Commissioners of
Seminole County, Florida.

For the use and reliance of Seminole
County only.

Approved as to form and legal sufficiency.

County Attorney

**EXHIBIT “A”
SCOPE OF SERVICES**

The DEPARTMENT will undertake and complete the construction of the Project for the benefit of the LOCAL GOVERNMENT including CEI.

Scope of Services:

This project will widen Airport Boulevard to add a dedicated right turn lane along with milling and resurfacing the existing lanes. The project will also reconstruct the eastern and western intersection return radii, and reconstruct sidewalks, drainage, and a driveway along Airport Boulevard.

The DEPARTMENT’S plans for the above-described Project are identified as plans prepared by Avant Engineering Group, LLC dated July 6, 2023, for Financial Project Number 447103-1-52-01. A copy of the coversheet of the Roadway plans is attached hereto as Exhibit “A-1”. The Project will be built in conformance with the final plans as developed and as completed.

Remainder of this page intentionally left blank.

EXHIBIT “A-1”
ROADWAY PLANS

The Roadway Plans are attached and incorporated into this Agreement.

CONTRACT PLANS COMPONENTS
ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3-12	TYPICAL SECTIONS
13-28	TYPICAL SECTION DETAILS
29	OPTIONAL MATERIALS TABULATION
30	PROJECT LAYOUT
31-34	PROJECT CONTROL
35	GENERAL NOTES
36-45	ROADWAY PLAN
46	TRAFFIC MONITORING SITE
47-59	SPECIAL DETAILS
60-62	TRANSIT DETAILS
63-77	GRADING DETAILS
78-81	DRAINAGE DETAILS
82-126	DRAINAGE STRUCTURES
127-128	CROSS SECTIONS
129-131	SUMMARY OF VERIFIED UTILITIES
132-141	EROSION CONTROL PLAN
142	ROADWAY SOILS SURVEY
143-145	BORING LOCATION PLAN
146-150	SOIL PROFILES
151-169	TEMPORARY TRAFFIC CONTROL PLANS
170-179	UTILITY ADJUSTMENTS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROADWAY PLANS

FINANCIAL PROJECT ID 447103-1-52-01
(FEDERAL FUNDS)
SEMINOLE COUNTY (77030)
STATE ROAD NO. 46 (W. 1st Street)
RESURFACING SR 46 FROM EAST OF I-4 TO SR 15 (US 17/92)

PROJECT LOCATION URL: <https://tinyurl.com/2p9euhmb>

PROJECT LIMITS: BEGIN MP 6.005 - END MP 8.912

EXCEPTIONS: NONE

BRIDGE LIMITS: BR#770033 MP 7.594 - MP 7.644
BR#770005 MP 8.458 - MP 8.462

RAILROAD CROSSING: CFRC (SUNRAIL) 621329B

LOCATION OF PROJECT

PHASE III - JULY 2023

ROADWAY PLANS
ENGINEER OF RECORD:
MICHAEL F. SASSE, P.E. NO: 73812
AVANT ENGINEERING GROUP, LLC
2899 LEE ROAD, SUITE 401
WINTER PARK, FL 32789
(407) 775-2208
CONTRACT NO.: CAG67
VENDOR NO.: 83380146-01

FDOT PROJECT MANAGER:
ANTHONY MILLER, P.E.

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.flot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website:
<http://www.flot.gov/programmanagement/implemented/SpecBooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	24	1

Remainder of this page intentionally left blank.

**EXHIBIT “B”
RESOLUTION**

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

Agency: Seminole County Vendor No.: F596000856070	Fund: LF Contract Amount: \$245,510.00	Financial Project No.: 447103-1-52-02
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY**

This **AGREEMENT**, made and entered into _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter
referred to as the “DEPARTMENT”) and SEMINOLE 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 46 (from east of County
Road 15 / Upsala Road to French Avenue)”, said project being known as Financial Project
Number (FPN) 447103-1-52-01, 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 for: Widening, milling,
resurfacing and restriping to include a dedicated right turn lane, in Fiscal Year 2023/2024, said
Project being known as FPN 447103-1-52-02, 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 46 (from east of County Road 15 / Upsala Road to French Avenue) 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 and maintain the constructed improvements in perpetuity as specified in Exhibit "A", Scope of Services.

5. Participation by the LOCAL GOVERNMENT in 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 **\$245,510.00 (Two Hundred Forty-Five Thousand Five Hundred Ten 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 in the amount of **\$245,510.00 (Two Hundred Forty-Five Thousand Five Hundred Ten Dollars and No/100)**. Said funds are programmed under Financial Project Number (FPN) 447103-1-52-02. 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, **within at least fourteen (14) calendar days of the execution of this Agreement** furnish the DEPARTMENT an advance deposit in the amount of **\$245,510.00 (Two Hundred Forty-Five Thousand Five Hundred Ten Dollars and No/100)** for full payment of the estimated project cost for Locally Funded project number 447103-1-52-02. The advance deposit shall be the total estimated project cost plus allowances, including contingency. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(D) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

(E) If the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the LOCAL GOVERNMENT in writing.

(F) Should project modifications or changes to bid items occur that increase the LOCAL GOVERNMENT share of total project costs, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to

provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the LOCAL GOVERNMENT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(H) In the event the final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(J) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5520
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Anthony Nelson, P.E.
County Engineer
Seminole County
100 East 1st Street
Sanford, FL 32771
407-665-5763
anelson@seminolecountyfl.gov

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.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

SEMINOLE COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: See Attached Signature Page

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

Attest:

See Attached Signature Page

Executive Secretary

Legal Review:

Legal Review:

See Attached Signature Page
LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____
regular meeting.

ATTEST:

GRANT MALOY, Clerk to the
Board of County Commissioners of
Seminole County, Florida.

For the use and reliance of Seminole
County only.

Approved as to form and legal sufficiency.

County Attorney

EXHIBIT "A"**SCOPE OF SERVICES**

The LOCAL GOVERNMENT would like to include the following upgrades to the State Road 46 (from east of County Road 15 / Upsala Road to French Avenue) project:

- Widening, milling, resurfacing and restriping of West Airport Blvd to include a dedicated right turn lane.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for State Road 46 (from east of County Road 15 / Upsala Road to French Avenue).

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. The LOCAL GOVERNMENT will respond to and handle any citizen complaints. If the Additional Improvements needs to be rehabilitated and/or repaired at any time in the future, the DEPARTMENT is under no obligation to restore, repair or replace the Additional Improvements.

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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.

Engineer's Estimate - Airport Blvd. Widening & Aero Ln. Mast Arm Assembly					
Project: 447103-1-52-02 Description: SR 46 from East of CR-15/Upsala Rd to French Ave Additional cost due to widening Airport Blvd. LFA with Seminole County Letting Date: 04/2024					
Prepared by: Maggie Van den Avont, PE Checked by: Mike Sasse, PE			8/23/2023 12/1/2023		
Pay Item	Description	Total Quantity	Unit	Weighted Avg. Unit Price (*)	Total Amount
Roadway					
104-10-3	SEDIMENT BARRIER	320.00	LF	\$2.54	\$812.80
104-18	INLET PROTECTION SYSTEM	7.00	EA	\$174.30	\$1,220.10
107-1	LITTER REMOVAL	1.61	AC	\$46.85	\$75.43
107-2	MOWING	1.26	AC	\$100.00	\$126.00
110-1-1	CLEARING & GRUBBING	0.13	AC	\$57,928.55	\$7,530.71
110-4-10	REMOVAL OF EXISTING CONCRETE	17.00	SY	\$47.50	\$807.50
120-1	REGULAR EXCAVATION	69.3	CY	\$37.89	\$2,625.78
120-6	EMBANKMENT	47.1	CY	\$42.59	\$2,005.99
160-4	TYPE B STABILIZATION	334	SY	\$21.88	\$7,307.92
285-710	OPTIONAL BASE, BASE GROUP 10	306	SY	\$51.76	\$15,838.56
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1.5" AVG DEPTH	1,922	SY	\$5.82	\$11,186.04
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	21.6	TN	\$175.00	\$3,780.00
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	181.3	TN	\$210.00	\$38,073.00
425-1-311	INLETS, CURB, TYPE P-1, <10'	1	EA	\$12,945.05	\$12,945.05
425-1-321	INLETS, CURB, TYPE P-2, <10'	1	EA	\$13,435.97	\$13,435.97
425-1-521	INLETS, DT BOT, TYPE C, <10'	2	EA	\$8,298.72	\$16,597.44
425-2-61	MANHOLES, P-8, <10'	1	EA	\$8,814.37	\$8,814.37
430-175-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"S/CD	4	LF	\$296.00	\$1,184.00
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	216	LF	\$230.00	\$49,680.00
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	51	LF	\$234.89	\$11,979.39
430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	1	EA	\$3,826.09	\$3,826.09
430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	1	EA	\$3,112.62	\$3,112.62
520-1-10	CONCRETE CURB & GUTTER, TYPE F	114	LF	\$59.01	\$6,727.14
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	11	SY	\$230.00	\$2,530.00
524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	12	SY	\$120.10	\$1,441.20
570-1-2	PERFORMANCE TURF, SOD	433	SY	\$5.24	\$2,268.92
999-26	LOCAL AGENCY INITIAL CONTINGENCY (DO NOT BID)	1	LS	\$10,058.70	\$10,058.70
Roadway Subtotal					\$235,990.72
Signing and Pavement Markings					
700-1-111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	3	AS	\$520.00	\$1,560.00
700-1-600	SINGLE POST SIGN, REMOVE	2	AS	\$55.00	\$110.00
704-1-2	TUBULAR MARKER, DURABLE, 36" YELLOW POST	9	EA	\$210.97	\$1,898.73
706-1-3	RAISED PAVEMENT MARKER, TYPE B	38	EA	\$4.55	\$172.90
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	160	LF	\$3.80	\$608.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	56	LF	\$6.76	\$378.56
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.012	GM	\$2,896.45	\$34.76
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	7	EA	\$76.77	\$537.39
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	140	LF	\$17.49	\$2,448.60
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.159	GM	\$5,928.49	\$942.63
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.125	GM	\$5,938.22	\$742.28
711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	0.046	GM	\$1,844.93	\$84.87
SAPM Subtotal					\$9,518.71
Seminole County anticipated construction cost contribution for Roadway and SAPM					\$245,509.43

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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.

Attachment 3

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Seminole County ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: State Road 46 from east of County Road 15 / Upsala Road to French Avenue
Project #:447103-1-52-02
County: Seminole

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

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IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

See Attached Signature Page
For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028
Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____
regular meeting.

ATTEST:

GRANT MALOY, Clerk to the
Board of County Commissioners of
Seminole County, Florida.

For the use and reliance of Seminole
County only.

Approved as to form and legal sufficiency.

County Attorney