

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.

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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.