

**MEMORANDUM OF AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION,  
FLORIDA'S TURNPIKE ENTERPRISE  
AND  
ORANGE COUNTY, FLORIDA**

This MEMORANDUM OF AGREEMENT (the "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the "Department"), and ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") (the Department and the County may be referred to individually as a "Party" and collectively as the "Parties").

**RECITALS**

A. The Department is authorized by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System and to cooperate with local governments in the development of a statewide transportation system and individual components of the system.

B. The Department's Florida Turnpike Enterprise ("FTE") is authorized by Section 338.2216, Florida Statutes, to plan, develop, own, acquire, construct, improve, maintain, operate, and manage the Florida Turnpike System; and to cooperate and contract with other public entities for such purposes.

C. The County is authorized by Chapters 125 and 336 to own, construct, operate, and maintain the county road system roads located within the geographical boundaries of Orange County, Florida, and to enter into agreements with other governmental agencies for performance of the other agencies' authorized functions.

D. FTE owns and operates the portion of the East-West Expressway in Orange County, Florida, between its interchange with the Florida Turnpike (SR 91) and the Old Winter Garden Road bridge overpass ("SR 408"), a limited access highway that is part of the Florida Turnpike System.

E. The County owns and operates Hempel Avenue from Windy Ridge Road to Old Winter Garden Road.

F. FTE owns and maintains the existing bridge that carries a portion of Hempel Avenue over SR 408 which is located at approximately milepost 0.3 on SR 408, in Orange County, Florida ("Bridge No. 750387").

G. The Department's adopted work program includes a project to replace Bridge No. 750387 with a new bridge that will carry a portion of Hempel Avenue over SR 408, reconstruction of bridge approaches, and other improvements, in Orange County, Florida, as described in the

Department's Five-Year Adopted Work Program Financial Project Number (FPN) 452080-1 (the "Project").

H. To ensure the most effective utilization of public resources and to facilitate the construction of the Project, the Parties agreed to establish this Agreement to coordinate various aspects of the Project.

I. It is the intent of the Parties to cooperate and coordinate their efforts and resources to minimize the costs of construction, maintenance, and other Project-related matters as the Department expands and improves its transportation system and facilities in Orange County.

## **AGREEMENT**

In consideration of the mutual covenants and promises contained in this Agreement, the Parties agree that the Recitals are true, correct, and incorporated by reference herein, and further agree as follows:

### **1. Representations of the County.**

a. To the knowledge of the County, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the County of its obligations under this Agreement.

b. To the knowledge of the County, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the County is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

c. All consents, waivers, approvals and other governmental actions required to be taken in order for the County to enter into this Agreement have been received by the County.

### **2. Representations of the Department.**

a. To the knowledge of the Department, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the Department of its obligations under this Agreement.

b. To the knowledge of the Department, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the Department is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

3. **Department Responsibilities.** Subject to the timely performance by the County of its obligations under this Agreement:

a. The Department has prepared construction plans (“Project Plans”) for the Project which are on file with both the County and the Department. The Project generally includes, among other things, construction of two 11-foot lanes on the Hempel Avenue between Lake Hugh Drive and Broadway Street, construction of the bridge accompanied by 2-foot and 6-inch shoulders on bridge and retained earth approaches. The Project will also include a 6-foot sidewalk along the east side of Hempel Avenue and an 8-foot sidewalk along the west side of Hempel Avenue, extending the limits of the bridge and the retained earth approaches. Beyond the limits of bridge and retained earth approaches, the sidewalk on the east side will be 6-feet in width and the west side will be 10-feet in width from north of the Kingdom Hall of Jehovah’s Witnesses (2044 Hempel Ave, Gotha, FL 34734) driveway entrance to the south side of Saddlebrook Lane. Additionally, the Department will construct a 6-foot sidewalk on the east side of Hempel Avenue filling the gap from Saddlebrook Lane to Broadway Street. Improvements to the stormwater management system are also included. These improvements are generally depicted in the signed and sealed typical section package as shown on Exhibit “A” to this Agreement. The Department will procure construction services for the Project in accordance with the procurement processes available to the Department. The Parties acknowledge and agree that the Project Plans may be modified during the final design process for the Project. Any change, deviation, correction or alterations of the Project Plans made after the County’s review shall be coordinated with the County. Any future changes requested by the County, not contemplated in the Project Plans approved by the Department, may be considered by the Department, but all additional costs resulting from any County-requested changes will be borne solely by the County.

b. The Department will construct the Project within the existing Department right-of-way and the existing County right-of-way, in accordance with the terms and conditions of a construction contract advertised by the Department on April 11, 2025.

c. The Department will administer the work so that the Project is constructed in accordance with the Project Plans and specifications approved by the Department. The Department will administer the construction and construction engineering and inspection work for the Project. The Department shall not be responsible for any costs associated with aesthetic enhancements to structures, roadway elements, or landscaping on the Project beyond what it is in the Project Plans.

d. The Department will obtain, at its own expense, all applicable regulatory permits required for the Project.

e. The Department shall be responsible for permit compliance during construction of the Project. Upon final acceptance of the Project by the Department, the Department will transfer to the County any regulatory permits obtained by the Department for the Project.

f. The Department shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants, as amended, applicable to this Project:

“The Commercial General Liability Insurance shall name Orange County as an additional insured with the same terms, conditions, and language as specified in Section 7-13.2.”

g. The Department will notify the County in writing and invite the County to attend the semi-final inspection prior to completion and final acceptance of the Project by the Department. The County will be given the opportunity to concur with satisfactory completion of final punch list items for portions of the Project that will be owned and/or maintained by the County.

h. After final acceptance of the Project by the Department, the Department will furnish the County with final construction as-builts and any shop drawings related to bridge approaches, and any improvements within County right-of-way.

i. After final acceptance of the Project by the Department, the Department will continue ownership, operation, and maintenance responsibilities of the bridge constructed as part of the Project, including the structural elements (bridge deck, beams, bearing pads and bridge substructure), concrete parapet, traffic railings, approach slabs, mechanically stabilized earth ("MSE") walls, the underdeck lighting and conduits within the outside concrete parapet, traffic railing, and bridge fencing. These Department-owned facilities, as shown in the Project Plans, shall be operated and maintained by the Department at its sole cost as specified in Exhibit "B".

j. The Department will notify the County at least forty-eight (48) hours prior to performing any routine or periodic maintenance on any portions of the Project on County right-of-way (or which require entry upon County right-of-way) for which maintenance responsibility is assigned to the Department under this Agreement.

k. After final acceptance of the Project by the Department, the Department will, in accordance with the conditions of this Agreement and Department procedure, transfer by quitclaim deed its interest in the rights-of-way upon which Ponds 1C and 2C are constructed for the Project, as reflected in Exhibit "C" to this Agreement.

l. At the Saddlebrook subdivision (located at the entrance on Hempel Avenue at Saddlebrook Lane), the Department will, in a future project, replace existing landscape plant material in-kind and repair and/or replace existing irrigation which are removed or damaged by construction activities of the Project. Prior to commencement of construction of the future project, the landscaping plans will be provided to the County for its review and concurrence. The County, at its discretion, may choose to obtain approval from others. However, the County will not unreasonably withhold or delay the review and approval process.

m. The Department will occupy the bottom 2-inch conduit on the east side of the bridge to be used for the electrical feed to the underdeck lighting and retains the rights to occupy one additional conduit on the east side of the bridge and one conduit on the west side of the bridge. The remaining conduits may be occupied by the County contingent upon the issuance of a utility permit in accordance with the provisions of the Department's Utility Accommodation Manual, as may be amended from time to time.

4. **County Responsibilities.** As conditions to the Department's responsibilities under this Agreement:

a. The County grants the Department, its consultants, and contractors (at no cost to the Department, its consultants, or contractors) the right to enter upon, over, through, under, across, and to occupy the County's right-of-way for the purpose of constructing the Project.

b. The County grants the Department, its consultants, and contractors (at no cost to the Department, its consultants, or contractors) the right to enter upon, over, through, under, across, and to occupy the County's right-of-way for the purposes of operating and maintaining all areas of the Project for which maintenance responsibility is assigned to the Department as depicted on Exhibit "B" to this Agreement (as such exhibit may later be amended). The County agrees that no separate County right-of-way permit needs to be obtained for these purposes.

c. After final acceptance of the Project by the Department, the County will assume full ownership and maintenance of all of the facilities constructed as part of the Project (except for those facilities listed in Section 3.i. above), including the Hempel Avenue roadway and associated infrastructure, roadway drainage system, and pavement markings within the limits of the bridge, as shown on the Project Plans (the "County Facilities"). After final acceptance of the Project by the Department and the transfer of the rights-of-way upon which Ponds 1C and 2C are constructed, the County will also assume full ownership and maintenance of Ponds 1C and 2C which are also constructed as part of the Project, as shown in the Project Plans and also considered "County Facilities". The County shall ensure that the sidewalk, roadway, concrete parapet and traffic railing surfaces on the bridge be free of silt, sediment, debris and other potential hazards. All items on the bridge deck are to be kept free of graffiti. The County shall operate and maintain the County Facilities as shown on Exhibit "B."

- 1) For any routine or periodic maintenance activities on any portion of the Project on County right-of-way (if impacting Department right-of-way), and on any portion of the Project on Department right-of-way for which maintenance responsibility is assigned to the County under this Agreement, the County shall submit to the Department a maintenance plan detailing the means and methods for accomplishing repairs in accordance with all Department standards, procedures, and specifications. This maintenance plan must be submitted to FTE's Maintenance Office at least forty-eight (48) hours in advance of the planned maintenance work and approved by the Department prior to commencing any maintenance or repair activities (this requirement shall not be construed to limit the County's responsibility for taking immediate action to protect the traveling public in the event any portion of the Project maintained by the County is determined to pose an imminent safety threat). It is hereby agreed by the Parties that neither the granting of permission to access Department right-of-way nor the County's use or occupancy of Department right-of-way shall operate to create or vest any property right to or in the County. For any maintenance activities that will require a lane closure on SR 408 or impact traffic on SR 408, the County must provide a signed and sealed Maintenance of Traffic Plan and lane closure analysis to the Department for its review and approval prior to commencing such maintenance activities.

- 2) Maintenance work performed by the County on the Department's right-of-way shall only be performed by Department pre-qualified contractors, the selection of which is subject to review and approval by the Department, and shall be subject to the requirements of this Agreement generally applicable to work in Department right-of-way, including the requirements for advance notice of work to be performed, maintenance of traffic, workmanlike performance, erosion and pollution control, environmental requirements, avoidance of damage to Department facilities, public safety, hours of operation, and lane closures. Maintenance work that includes reconstruction of any portion of the Project shall be subject to all provisions of this Agreement applicable to the initial construction of the Project.
- 3) Unless otherwise agreed to by the Department in a separate writing, improvements constructed as part of the Project for which the County is responsible for maintenance shall be maintained to the same dimensions as originally constructed. The County shall not cause or permit any liens or encumbrances to attach to any portion of Department right-of-way.
- 4) The County's performance of its maintenance responsibilities for the portions of the Project located on Department right-of-way are subject to periodic inspection by the Department, at the Department's sole discretion. If the Department determines that the County has failed to maintain the portions of the Project located on Department right-of-way in accordance with the terms of this Agreement, the Department may cause the needed maintenance to be performed, and the County shall reimburse any costs incurred by the Department for such work. If the needed maintenance is not required to avoid or correct a risk of injury to persons or property, the Department will notify the County, in writing, at least forty-eight (48) hours in advance of performing maintenance work for which the County is responsible. If the County does not perform the required maintenance within such period, the Department may proceed to perform the work at the County's expense.
- 5) The County shall be solely responsible for any damages to Department real property, any surrounding property, real estate, vehicles, pedestrians, or other persons or things occurring as a result of its operation or maintenance activities, at no expense to the Department. In addition, the County will be solely responsible for clean-up or restoration required to correct any environmental or health hazards that may result from its maintenance operations, at no expense to the Department. The County shall not store any hazardous materials within the Department right-of-way.

The provisions of this paragraph shall survive the expiration or termination of this Agreement.



d. In the event that any future modifications are proposed along Hempel Avenue with potential impacts on drainage to Ponds 1C and 2C, the County agrees to apply for a drainage connection permit from the Department.

## **5. Miscellaneous**

a. Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

b. Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

### **TO DEPARTMENT:**

Executive Director  
Florida's Turnpike Enterprise  
Turnpike Headquarters – Bldg. 5315  
P.O. Box 613069  
Ocoee, Florida 34761

With a copy to:

Chief Counsel  
Florida's Turnpike Enterprise  
Turnpike Headquarters – Bldg. 5315  
P.O. Box 613069  
Ocoee, Florida 34761

### **TO COUNTY:**

Orange County Administrator  
Orange County  
P.O. Box 1393  
Orlando, FL 32802-1393

With a copy to:

County Attorney  
Orange County  
P.O. Box 1393  
Orlando, FL 32802-1393

c. The Department may cancel this Agreement for refusal of the County to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the County in conjunction with this Agreement.

d. Nothing in this Agreement shall prevent the Parties from entering into third party agreements that require third parties to assist the Parties with their obligations under this Agreement; provided, however, such third-party agreements shall not in any manner relieve the Parties of their obligations under this Agreement. Neither the Department nor the County shall be obligated or liable hereunder to any person or entity not a party to this Agreement. This Agreement confers no rights on any third party and shall not create any other third-party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a Party to this Agreement to maintain a suit against the Department or the County pursuant to the terms of this Agreement.

e. Upon request, the County will (at no cost to the Department, its consultants, or contractors) enter into any additional agreement(s) as may be necessary for the Department to perform the work required for the Project and to otherwise effectuate the terms of this Agreement.

f. The requirements of Section 339.135(6)(a), Florida Statutes, are incorporated into this Agreement:

“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 and which have a term for a period of more than 1 year.”

g. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

h. No waiver by either Party of any failure by the other Party to timely perform any of its obligations under this Agreement, shall be construed as a waiver of any succeeding failure of the defaulting Party to perform or as a waiver of the defaulting Party's obligations under this Agreement.

i. To the extent provided by law, each Party agrees to indemnify the other Party against any damages arising out of, relating to or resulting from the indemnifying Party's own negligent acts or omissions in connection with this Agreement, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of either Party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either Party to assume any liability of any kind for the acts, omissions, and/or negligence of the other Party.

j. Nothing in this Agreement shall constitute a waiver by either Party of its sovereign immunity for any damages claimed by third parties, nor shall anything included herein be construed as consent by the County or the Department to be sued by third parties in any matter arising out of this Agreement.

k. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.



1. THE COUNTY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

m. This Agreement shall be binding upon the Parties, their successors and assigns. The County may not assign any of its rights or obligations under this Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date described above.

**ORANGE COUNTY, FLORIDA**  
a political subdivision of the State  
of Florida

**FLORIDA DEPARTMENT OF  
TRANSPORTATION, FLORIDA’S  
TURNPIKE ENTERPRISE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jerry L. Demings

Name: Nicola Liquori

Executive Director and CEO

Title: Orange County Mayor

Title: Florida’s Turnpike Enterprise

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

ATTEST:

By: \_\_\_\_\_

As authorized for execution at the Board of  
County Commissioners meeting of:

Date: \_\_\_\_\_

Legal Review (County)

Legal Review (Department)

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT “A”**

**Typical Section Package**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
TYPICAL SECTION PACKAGE

FINANCIAL PROJECT ID 452080-1-52-01  
ORANGE COUNTY (75474)  
STATE ROAD NO. 408  
HEMPEL AVENUE OVER SR 408 BRIDGE REPLACEMENT (BRIDGE NO. 750387)

TURNPIKE DESIGN ENGINEER	TURNPIKE TRAFFIC OPERATIONS ENGINEER
02/16/2024   10:27 AM EST	02/19/2024   4:49 PM EST
CONCURRING WITH: TYPICAL SECTION ELEMENTS TARGET SPEED DESIGN & POSTED SPEEDS	CONCURRING WITH: TYPICAL SECTION ELEMENTS TARGET SPEED DESIGN & POSTED SPEEDS
TURNPIKE INTERMODAL SYSTEMS DEVELOPMENT MANAGER	TURNPIKE STRUCTURES DESIGN ENGINEER
02/19/2024   7:50 AM EST	02/13/2024   11:14 AM EST
CONCURRING WITH: CONTEXT CLASSIFICATION TARGET SPEED	CONCURRING WITH: TYPICAL SECTION ELEMENTS
CHIEF OF INFRASTRUCTURE CENTRAL FLORIDA EXPRESSWAY AUTHORITY	DEPUTY DIRECTOR OF PUBLIC WORKS ORANGE COUNTY
02/26/2024   10:31 AM EST	02/21/2024   11:13 AM EST
CONCURRING WITH: TYPICAL SECTIONS 4 AND 5	CONCURRING WITH: TYPICAL SECTIONS 1, 2, AND 3
NOT USED	NOT USED
CONCURRING WITH:	CONCURRING WITH:

PROJECT LOCATION URL: <https://tinyurl.com/38nvcy28>

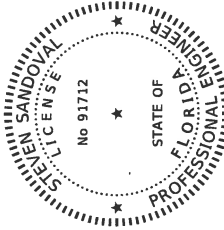
PROJECT LIMITS: STA. 20+00.47 TO STA. 41+44.75

EXCEPTIONS: NONE

BRIDGE LIMITS: BR#XXXXXX  
STA. 28+60.04 TO STA. 32+45.04

RAILROAD CROSSING: NONE

APPROVED BY: THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

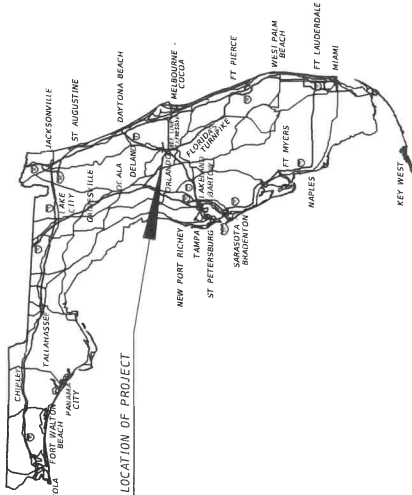


ON THE DATE ADJACENT TO THE SEAL  
PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED  
AND THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

INDEX OF SHEETS

SHEET NO	SHEET DESCRIPTION
1	COVER SHEET
2	TYPICAL SECTION NO. 01
3	TYPICAL SECTION NO. 02
4	TYPICAL SECTION NO. 03
5	TYPICAL SECTION NO. 04
6	TYPICAL SECTION NO. 05



PROJECT CONTROLS		TYPICAL SECTION No. 01	
CONTEXT CLASSIFICATION			
( ) C1 : NATURAL	( ) C3C : SUBURBAN COMM.		
( ) C2 : RURAL	( ) C4 : URBAN GENERAL		
( ) C2T : RURAL TOWN	( ) C5 : URBAN CENTER		
(X) C3R : SUBURBAN RES.	( ) C6 : URBAN CORE		
( ) N/A : L.A. FACILITY			
FUNCTIONAL CLASSIFICATION			
( ) INTERSTATE	(X) MAJOR COLLECTOR	<p>HEMPEL AVE</p> <p>STA. 21+53.90 TO STA. 26+30.43</p> <p>STA. 33+49.20 TO STA. 40+14.78</p>	
( ) FREEWAY/EXPWY.	( ) MINOR COLLECTOR		
( ) PRINCIPAL ARTERIAL	( ) LOCAL		
( ) MINOR ARTERIAL			
HIGHWAY SYSTEM			
( ) NATIONAL HIGHWAY SYSTEM			
( ) STRATEGIC INTERMODAL SYSTEM			
( ) STATE HIGHWAY SYSTEM			
(X) OFF-STATE HIGHWAY SYSTEM			
ACCESS CLASSIFICATION			
( ) 1 - FREEWAY	<p>TRAFFIC DATA</p> <p>CURRENT YEAR = 2023 ADOT = 7400</p> <p>ESTIMATED OPENING YEAR = 2025 ADOT = 8000</p> <p>ESTIMATED DESIGN YEAR = 2045 ADOT = 13600</p> <p>K = 9.0% D = 53.5% T = 6.5% (24 HOUR)</p> <p>DESIGN HOUR T = 4.0%</p> <p>POSTED SPEED = 35 MPH</p> <p>DESIGN SPEED = 35 MPH</p> <p>TARGET SPEED = 35 MPH</p>		
( ) 2 - RESTRICTIVE w/Service Roads			
( ) 3 - RESTRICTIVE w/660 ft. Connection Spacing			
(X) 4 - NON-RESTRICTIVE w/2640 ft. Signal Spacing			
( ) 5 - RESTRICTIVE w/440 ft. Connection Spacing			
( ) 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing			
( ) 7 - BOTH MEDIAN TYPES			
CRITERIA			
(X) NEW CONSTRUCTION / RECONSTRUCTION	<p>POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION:</p> <p>LANE WIDTH VARIATION</p>		
( ) RESURFACING (LA FACILITIES)			
( ) RRR (ARTERIALS & COLLECTORS)			
FINANCIAL PROJECT ID			
452080-1-52-01			
SHEET NO.			
2			

PROJECT CONTROLS		TYPICAL SECTION No. 02	
CONTEXT CLASSIFICATION		<p>4 DUE TO CURVATURE OF THE ROAD, THE MINIMUM POINT BETWEEN THE TRAVEL LANES AND THE MINIMUM BORDER WIDTH, SAME LOCATION AS THE MINIMUM BORDER WIDTH.</p> <p>** INTENT IS TO MATCH THE DIMENSIONS ON THE BRIDGE SECTION</p>	
FUNCTIONAL CLASSIFICATION			
HIGHWAY SYSTEM			
ACCESS CLASSIFICATION			
CRITERIA			
POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION:		HEMPEL AVE STA. 26+30.43 TO STA. 28+60.04 STA. 32+45.04 TO STA. 33+49.20	
LANE WIDTH VARIATION		TRAFFIC DATA	
		CURRENT YEAR = 2023 AADT = 7400 ESTIMATED OPENING YEAR = 2025 AADT = 8000 ESTIMATED DESIGN YEAR = 2045 AADT = 13600 K = 9.0% D = 53.5% T = 6.5% (24 HOUR) DESIGN HOUR T = 4.0% POSTED SPEED = 35 MPH DESIGN SPEED = 35 MPH TARGET SPEED = 35 MPH	

PROJECT CONTROLS		TYPICAL SECTION No. 02	
CONTEXT CLASSIFICATION		<p>4 DUE TO CURVATURE OF THE ROAD, THE MINIMUM POINT BETWEEN THE TRAVEL LANES AND THE MINIMUM BORDER WIDTH, SAME LOCATION AS THE MINIMUM BORDER WIDTH.</p> <p>** INTENT IS TO MATCH THE DIMENSIONS ON THE BRIDGE SECTION</p>	
FUNCTIONAL CLASSIFICATION			
HIGHWAY SYSTEM			
ACCESS CLASSIFICATION			
CRITERIA			
POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION:		HEMPEL AVE STA. 26+30.43 TO STA. 28+60.04 STA. 32+45.04 TO STA. 33+49.20	
LANE WIDTH VARIATION		TRAFFIC DATA	
		CURRENT YEAR = 2023 AADT = 7400 ESTIMATED OPENING YEAR = 2025 AADT = 8000 ESTIMATED DESIGN YEAR = 2045 AADT = 13600 K = 9.0% D = 53.5% T = 6.5% (24 HOUR) DESIGN HOUR T = 4.0% POSTED SPEED = 35 MPH DESIGN SPEED = 35 MPH TARGET SPEED = 35 MPH	

- ( ) C1 : NATURAL

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( ) C2T : RURAL TOWN

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( ) N/A : L.A. FACILITY
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( ) C4 : URBAN GENERAL

( ) C5 : URBAN CENTER

( ) C6 : URBAN CORE

- ( ) INTERSTATE

( ) FREEWAY/EXPWY.

( ) PRINCIPAL ARTERIAL

( ) MINOR ARTERIAL
- (X) MAJOR COLLECTOR

( ) MINOR COLLECTOR

( ) LOCAL

- ( ) NATIONAL HIGHWAY SYSTEM

( ) STRATEGIC INTERMODAL SYSTEM

( ) STATE HIGHWAY SYSTEM

(X) OFF-STATE HIGHWAY SYSTEM

- ( ) 1 - FREEWAY

( ) 2 - RESTRICTIVE w/Service Roads

( ) 3 - RESTRICTIVE w/660 ft. Connection Spacing

(X) 4 - NON-RESTRICTIVE w/2640 ft. Signal Spacing

( ) 5 - RESTRICTIVE w/440 ft. Connection Spacing

( ) 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing

( ) 7 - BOTH MEDIAN TYPES

- (X) NEW CONSTRUCTION / RECONSTRUCTION

( ) RESURFACING (LA FACILITIES)

( ) RRR (ARTERIALS & COLLECTORS)

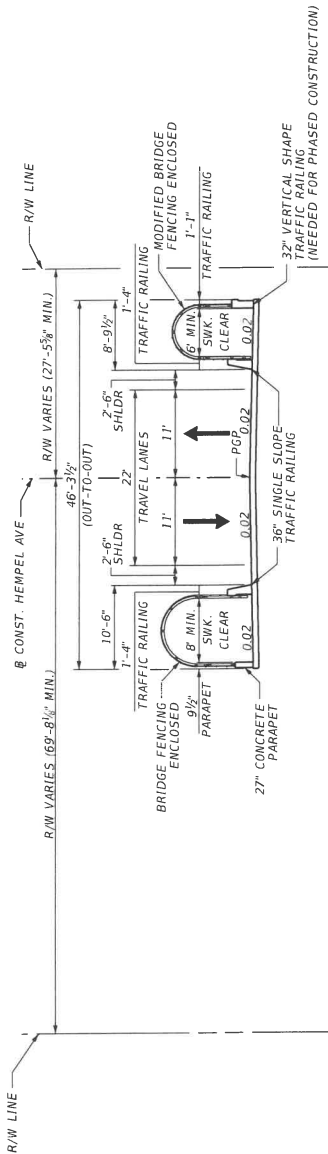
POTENTIAL EXCEPTIONS AND VARIATIONS  
RELATED TO TYPICAL SECTION:

LANE WIDTH VARIATION

HEMPEL AVE  
STA. 26+30.43 TO STA. 28+60.04  
STA. 32+45.04 TO STA. 33+49.20

452080-1-52-01

3

PROJECT CONTROLS		TYPICAL SECTION No. 03	
CONTEXT CLASSIFICATION			
FUNCTIONAL CLASSIFICATION			
HIGHWAY SYSTEM			
ACCESS CLASSIFICATION			
CRITERIA		HEMPEL AVE BRIDGE NO. XXXXXX STA. 28+60.04 TO STA. 32+45.04	
POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION:			
LANE WIDTH VARIATION		TRAFFIC DATA	
		CURRENT YEAR = 2023 ADT = 7400 ESTIMATED OPENING YEAR = 2025 ADT = 8000 ESTIMATED DESIGN YEAR = 2045 ADT = 13600 K = 9.0% D = 53.5% T = 6.5% (24 HOUR) DESIGN HOUR T = 4.0% POSTED SPEED = 35 MPH DESIGN SPEED = 35 MPH TARGET SPEED = 35 MPH	
		FINANCIAL PROJECT ID	SHEET NO.
		452080-1-52-01	4



PROJECT CONTROLS		TYPICAL SECTION No. 04	
CONTEXT CLASSIFICATION			
FUNCTIONAL CLASSIFICATION			
HIGHWAY SYSTEM			
ACCESS CLASSIFICATION			
CRITERIA		SR 408 UNDER HEMPEL AVE STA. 120+71.58 TO STA. 121+35.59	
POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION:		TRAFFIC DATA	
		CURRENT YEAR = 2023 ADT = 72400	
		ESTIMATED OPENING YEAR = 2025 ADT = 81700	
		ESTIMATED DESIGN YEAR = 2045 ADT = 105600	
		K = 9.5% D = 56.6% T = 14.7% (24 HOUR)	
		DESIGN HOUR T = 8.0%	
		POSTED SPEED = 65 MPH	
		DESIGN SPEED = 70 MPH	
		TARGET SPEED = 65 MPH	
		FINANCIAL PROJECT ID	
		452080-1-52-01	
		SHEET NO.	
		5	

PROJECT CONTROLS		TYPICAL SECTION No. 05	
CONTEXT CLASSIFICATION			
FUNCTIONAL CLASSIFICATION			
HIGHWAY SYSTEM			
ACCESS CLASSIFICATION			
CRITERIA		SR 408 (FUTURE 8-LANE) UNDER HEMPEL AVE SR SURVEY SR 408 STA. 120+71.58 TO STA. 121+35.59	
POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION:		TRAFFIC DATA	
		CURRENT YEAR = 2023 AADT = 72400 ESTIMATED OPENING YEAR = 2025 AADT = 81700 ESTIMATED DESIGN YEAR = 2045 AADT = 105600 K = 9.5% D = 56.6% T = 14.7% (24 HOUR) DESIGN HOUR T = 8.0% POSTED SPEED = 65 MPH DESIGN SPEED = 70 MPH TARGET SPEED = 65 MPH	
		FINANCIAL PROJECT ID	
		452080-1-52-01	
		SHEET NO.	
		6	

- ( )

C1 : NATURAL

( )

C3C : SUBURBAN COMM.
- ( )

C2 : RURAL

( )

C4 : URBAN GENERAL
- ( )

C2T : RURAL TOWN

( )

C5 : URBAN CENTER
- ( )

C3R : SUBURBAN RES.

( )

C6 : URBAN CORE
- (X)

N/A : L.A. FACILITY

- ( )

INTERSTATE

( )

MAJOR COLLECTOR
- (X)

FREEWAY/EXPWY.

( )

MINOR COLLECTOR
- ( )

PRINCIPAL ARTERIAL

( )

LOCAL
- ( )

MINOR ARTERIAL

- ( )

NATIONAL HIGHWAY SYSTEM
- ( )

STRATEGIC INTERMODAL SYSTEM
- (X)

STATE HIGHWAY SYSTEM
- ( )

OFF-STATE HIGHWAY SYSTEM

- (X)

1 - FREEWAY
- ( )

2 - RESTRICTIVE w/Service Roads
- ( )

3 - RESTRICTIVE w/660 ft. Connection Spacing
- ( )

4 - NON-RESTRICTIVE w/2640 ft. Signal Spacing
- ( )

5 - RESTRICTIVE w/440 ft. Connection Spacing
- ( )

6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing
- ( )

7 - BOTH MEDIAN TYPES

- (X)

NEW CONSTRUCTION / RECONSTRUCTION
- ( )

RESURFACING (LA FACILITIES)
- ( )

RRR (ARTERIALS & COLLECTORS)

POTENTIAL EXCEPTIONS AND VARIATIONS  
RELATED TO TYPICAL SECTION:

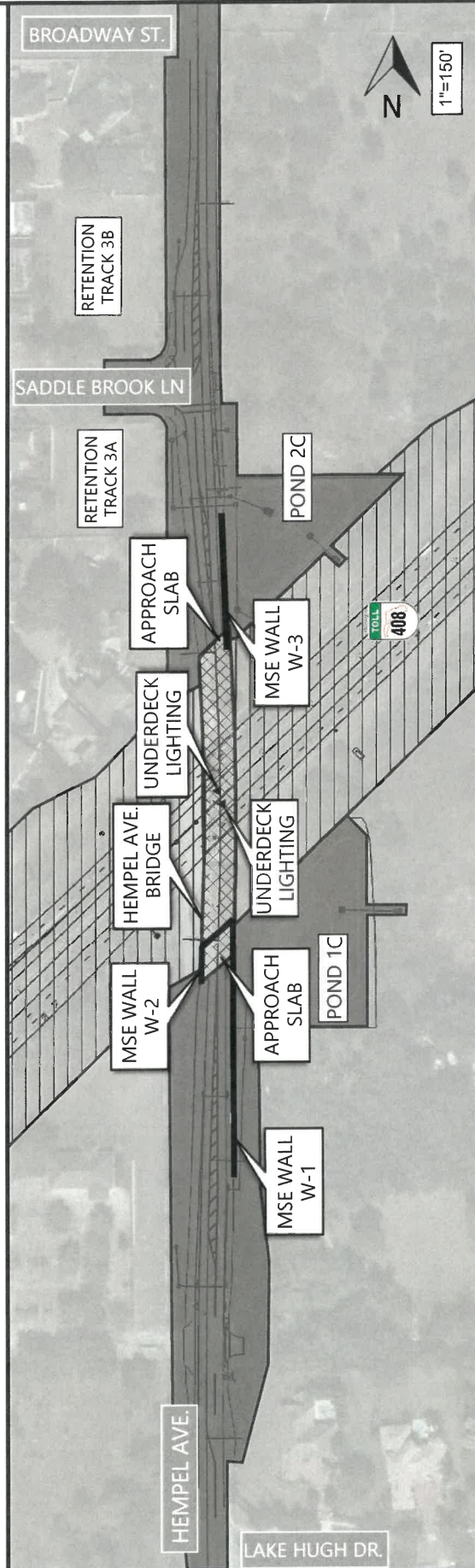
TRAFFIC DATA  
CURRENT YEAR = 2023 ADT = 72400  
ESTIMATED OPENING YEAR = 2025 ADT = 81700  
ESTIMATED DESIGN YEAR = 2045 ADT = 105600  
K = 9.5% D = 56.6% T = 14.7% (24 HOUR)  
DESIGN HOUR T = 8.0%  
POSTED SPEED = 65 MPH  
DESIGN SPEED = 70 MPH  
TARGET SPEED = 65 MPH

**EXHIBIT “B”**

**Maintenance Exhibit**

# HEMPEL AVENUE OVERPASS IN ORANGE COUNTY (#750387)

MAINTENANCE EXHIBIT B



## LEGEND

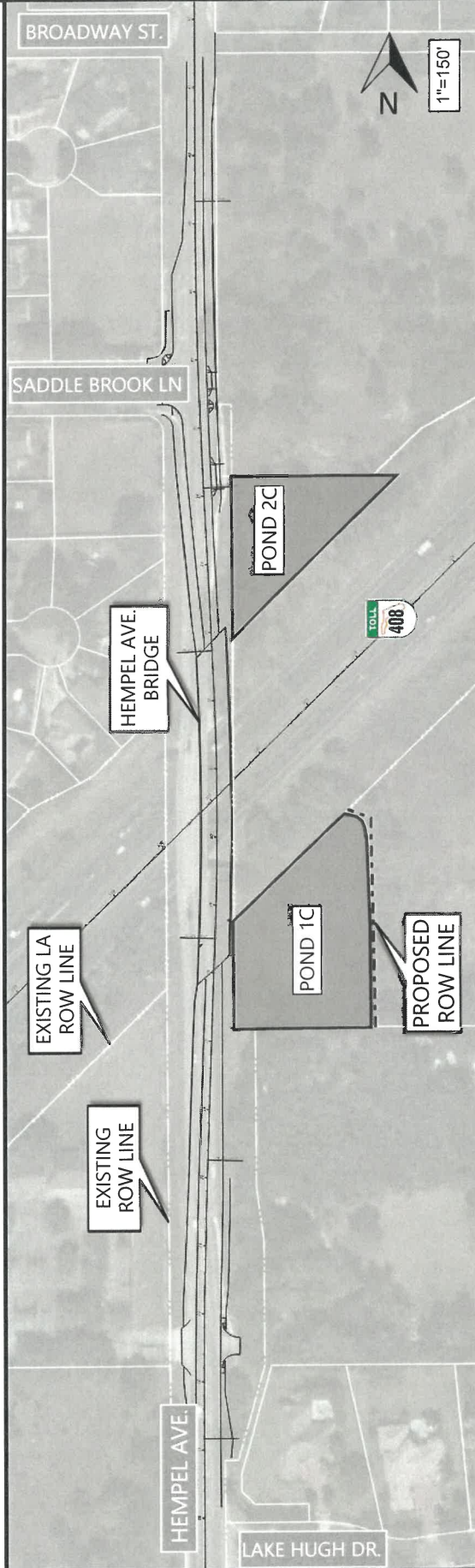
- TO BE MAINTAINED BY TURNPIKE ENTERPRISE
- TO BE MAINTAINED BY ORANGE COUNTY
- TO BE MAINTAINED BY TURNPIKE ENTERPRISE AND ORANGE COUNTY
- TURNPIKE ENTERPRISE MAINTAINED MSE WALL
- ORANGE COUNTY MAINTAINED DRAINAGE PIPES & STRUCTURES
- UNDERDECK LIGHTING

**EXHIBIT “C”**

**Right-of-Way Exhibit**

# HEMPEL AVENUE OVERPASS IN ORANGE COUNTY (#750387)

## RIGHT-OF-WAY EXHIBIT C



### LEGEND



PROPERTY TO BE TRANSFERRED TO ORANGE COUNTY