

BCC Mtg. Date: September 10, 2019

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

with the
**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

regarding the
**ACQUIRING, THROUGH EMINENT DOMAIN, RIGHT OF WAY,
FOR THE BENEFIT OF, USE OF, AND IN THE NAME OF
ORANGE COUNTY, FLORIDA, INCLUDING BUT NOT
LIMITED TO, THE FILING OF EMINENT DOMAIN LAWSUITS
FOR THE PROJECTS FM 242484-7-52-01, 444315-1-52-01,
441113-1-52-01, AND 242484-8-52-01,
INTERSTATE 4 (I-4) BEYOND THE ULTIMATE**

Resolution No. 2019- M-39

WHEREAS, the State of Florida Legislature has approved and mandated the State of Florida, Department of Transportation (hereinafter "FDOT"), to complete various projects in its Work Program; and

WHEREAS, included in the FDOT Work Program is Project Number(s) FM 242484-7-52-01, 444315-1-52-01, 441113-1-52-01, and 242484-8-52-01 Interstate 4 (I-4) Beyond the Ultimate (hereinafter "Project"), located in Orange County, Florida; a project partially off and partially on the State Highway System; and

WHEREAS, FDOT has committed to performing the construction on Orange County, Florida's roadways to widen, reconstruct, harmonize, and to connect Orange County's roadways to the Project, and

WHEREAS, on May 3, 2019 Orange County, Florida and FDOT entered into an Off System Agreement (hereinafter "Agreement") for the Project.

WHEREAS, the Agreement is hereby incorporated herein, and

WHEREAS, in accordance with the Agreement, and pursuant to Section 336.467 Florida Statutes, the Orange County Board of County Commissioners, by the passage of this Resolution, will authorize FDOT, to act on behalf of, for the benefit of, and in the name Orange County, Florida, and to the extent necessary, authorizes FDOT to acquire all necessary right-of-way, inclusive of, but not limited to, filing eminent domain lawsuits for the Project, and

WHEREAS, FDOT, through its legal counsel, is authorized to assert the

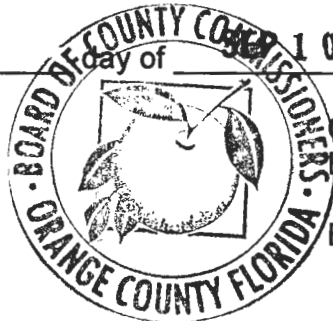
statutory authority of Orange County, Florida relative to acquiring property reasonably necessary for the completion of the Project including, but not limited to, the provisions of Chapters 73, 74, 334 through 341, Section 479.15, Florida Statutes (2019), as these statutes may be amended.

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. Authorization. The Orange County Mayor is hereby authorized to make, execute and deliver to the State of Florida, Department of Transportation this Resolution authorizing FDOT, to act on behalf of, for the benefit of, and in the name Orange County, Florida, and to the extent necessary, authorizes FDOT to acquire all necessary right-of-way, inclusive of, but not limited to, filing eminent domain lawsuits, for FM 242484-7-52-01, 444315-1-52-01, 441113-1-52-01, and 242484-8-52-01 Interstate 4 (I-4) Beyond the Ultimate Project.

Section 2. Effective date. This Resolution shall take effect on the date of its adoption.

ADOPTED this _____ day of _____, 2019.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners
By: Bryan M. Burns
Jerry L. Demings, County Mayor

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

By: Katie Smith
Deputy Clerk

Print Name: Katie Smith

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: April 23, 2019

OFF SYSTEM PROJECT AGREEMENT

Between

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

("FDOT" or "Department")

and

ORANGE COUNTY, FLORIDA, a charter county

and political subdivision of the State of Florida

("LOCAL GOVERNMENT")

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

WHEREAS, included in the FDOT Work Program are Project Numbers FM 242484-7-52-01, 444315-1-52-01, 441113-1-52-01, and 242484-8-52-01, Interstate 4 (I-4) Beyond the Ultimate located in Orange County, Florida, a project partially off and partially on the State Highway System; and

WHEREAS, the parties agree that it is in the best interest of each party for the FDOT to undertake and to complete all aspects of the project, including, but not limited to, right of way acquisition, utility relocation, construction, construction inspection, permitting, post design services and other associated tasks.

NOW THEREFORE,

1. The parties agree that the FDOT will act on behalf of the LOCAL GOVERNMENT to undertake and to complete Project Numbers FM #242484-7-52-01 and FM #242484-8-52-01, generally described as the design and reconstruction of the State Road 400 / Interstate 4 (I-4) Beyond the Ultimate Project and Project Numbers FM #444315-1-52-01 and FM #441113-1-52-01, which are being constructed as a phased approach to the larger BtU projects, hereinafter "Project" The Project shall include the design and construction of the off-system improvements generally described in the Scope of Services, Composite Exhibit "A", attached hereto and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENT will cooperate with and will support the FDOT's work efforts in these regards. The FDOT, in collaboration with LOCAL GOVERNMENT, will have final decision authority with respect to the design of the Project.
2. The LOCAL GOVERNMENT will, through the passage of a formal resolution by its Board of County Commissioners, consent to and authorize the FDOT 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 in the name of the State of Florida, Department of Transportation for the benefit of the LOCAL GOVERNMENT, including acquiring all necessary right of way, securing all environmental and regulatory permits, acquiring all necessary easements and temporary construction easements, and rights of entry associated with and necessary for the Project. The rights of entry and any temporary construction easements, shall continue in full force and effect throughout the period of time that the construction of the Project is ongoing and shall expire upon completion.
3. To the extent necessary, the LOCAL GOVERNMENT hereby appoints the FDOT as its agent for purposes of the right of way acquisition services under section 337.403(1), Florida Statutes. The LOCAL

GOVERNMENT agrees to cooperate with the FDOT in the acquiring of right of way. The parties agree to meet on a periodic basis, as mutually determined to be necessary, during the acquisition process. The Department will acquire the real property interests associated with Orange County roadways for the benefit of the LOCAL GOVERNMENT in the name of the LOCAL GOVERNMENT.

4. The parties hereto acknowledge that the LOCAL GOVERNMENT is the owner of some of the underlying property necessary for the project and acknowledges that the right of way and the improvements and structures to be located within the right of way, are and will remain under the ownership and control of the LOCAL GOVERNMENT and that the FDOT will not have any ownership interest in the right of way, improvements, or structures located thereon. Notwithstanding the requirements hereof, maintenance during construction of the Project shall be the responsibility of the FDOT and its contractor. All damage caused by FDOT to existing infrastructure which is not contemplated by the construction shall be repaired to equal or better condition.

5. The parties understand and agree that the FDOT and the LOCAL GOVERNMENT shall cooperate with and keep each other well informed of the work efforts and progress hereunder. The FDOT shall have the authority with to make all decisions relating to, and including the need for, change orders and supplemental Agreements associated with the design and construction contract for the Project; provided that FDOT shall consult with the LOCAL GOVERNMENT prior to making any such decision and shall accommodate the LOCAL GOVERNMENT'S reasonable requests.

6. All payment and performance bonds shall be issued in the name of the FDOT. For any part of the Project not located on the State Highway System, all warranties, if any, shall be made in name of and for the benefit of the LOCAL GOVERNMENT. All warranties for work on the State Highway System shall be in the name of the FDOT.

7. The FDOT shall require its Contractor to provide insurance as required by the FDOT construction contract specifications.

8. Upon completion of the Project, but prior to the issuance of the Notice of Final Acceptance, FDOT shall submit to the LOCAL GOVERNMENT written notice that:

- A.
 1. Project Contract Document requirements have been met.
 2. Work has been inspected for compliance with Project Contract Documents.
 3. Work has been completed in accordance with Project Contract Documents.
 4. Equipment and systems have been tested in the presence of LOCAL GOVERNMENT'S representative and are operational.
 5. All minor deficiencies have been corrected or completed and the Project is ready for final inspection.
 6. All operation and maintenance manuals have been submitted and are acceptable including As-Builts.

7. Project record documents are complete and submitted.

B. Upon completion, the FDOT shall issue a Notice of Final Acceptance to the Department's contractor with a copy of said notice being provided to the LOCAL GOVERNMENT.

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 FDOT. The FDOT 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. The FDOT 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 that are associated with the Project and that are made or received by the LOCAL GOVERNMENT in conjunction with this Agreement.

12. In the event that 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. The LOCAL GOVERNMENT shall initiate and prosecute to completion all proceedings or actions necessary to enable the LOCAL GOVERNMENT to provide any necessary funds, if any, for completion of the Project, including, but not limited to, entering into a Locally Funded Agreement with the FDOT.

14. It is understood that the FDOT's participation in said Project is subject to:

- a.) Legislative approval of the FDOT's appropriation request in the work program year that the Project is scheduled;
- b.) Availability of funds based on the following limitations:
 - i.) The FDOT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the FDOT'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 for a period of more than one year, the provisions of §339.135(6)(a), Fla. Stat. 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 executory

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 a term for a period of more than one (1) year.”

15. The FDOT 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 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 and require contractors to do the same with subs.

16. 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.

17. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express 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:

To LOCAL GOVERNMENT:
Orange County
Public Works Director
4200 S. John Young Parkway
Orlando, Florida 32839

To the FDOT:
State of Florida, Department of Transportation
Loreen C. Bobo, P.E., Director of Transportation Development
719 South Woodland Boulevard
DeLand, FL 32720

18. 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.

19. 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.

20. 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 FDOT, respectively, as to all determinations required to be made under the terms of this Agreement.

To LOCAL GOVERNMENT:

Orange County
Public Works Director
4200 S. John Young Parkway
Orlando, Florida 32839

To the FDOT:

State of Florida, Department of Transportation
Loreen C. Bobo, P.E., Director of Transportation Development
719 South Woodland Boulevard
DeLand, FL 32720

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

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

DocuSigned by:

Loren Bobo

By: Loren C. Bobo, P.E.

Title: Director of Transportation Development

Date: 5/3/2019 | 6:08 PM EDT

DocuSigned by:

Daniel McDermott

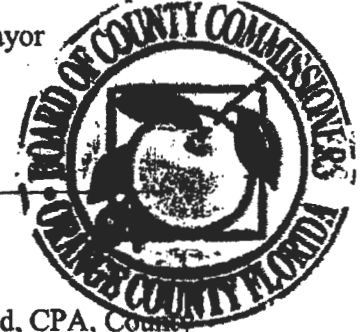
FDOT Legal Review

**ORANGE COUNTY, FLORIDA
By: Board of County Commissioners**

Jerry L. Demings

By: Jerry L. Demings,
Orange County Mayor

Date: APR 28 2019



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

By: *Katie Smith*
Deputy Clerk

Katie Smith

Printed Name

Exhibit "A"
Scope of Services
FM#242484-7-52-01

FDOT has committed to performing the construction on LOCAL GOVERNMENT roadways to widen/reconstruct, harmonize and to connect the LOCAL GOVERNMENT'S roadways to the FDOT's Project for I-4 Beyond the Ultimate (I-4 BtU) Segment 2 using federal funding for Project Number FM 242484-7-52-01 from west of Central Florida Parkway to west of Kirkman Road located in Orange County, Florida.

The I-4 BtU Segment 2 project will require work on the following LOCAL GOVERNMENT roadways: Turkey Lake Road, Central Florida Parkway (CFP), Westwood Boulevard, West Entrance Drive and Sand Lake Road/SR 482. The anticipated scope for each roadway is described below:

- **Turkey Lake Road** - Widening and reconstruction to accommodate additional turn lanes at Central Florida Parkway (herein "CFP") and to add through lanes for approximately 2,000 feet to the south of Sand Lake Road. Reconstruction to reduce median and lane widths to accommodate I-4 improvements between CFP and Sand Lake Road. Milling and resurfacing of unreconstructed portions between CFP and Sand Lake Road. Signals will be constructed at the intersections with CFP, Florida Hospital, Westgate Entrance, Ramp from Sand Lake Road, and Sand Lake Road. **Exhibit A-1 through A-5.**
- **Central Florida Parkway** - Reconstruction of the corridor from Turkey Lake Road to Westwood Boulevard including reconstruction of the existing ramps from CFP to I-4 and construction of new ramps to I-4. Signals will be constructed at the intersections with I-4 Westbound Ramps, I-4 Eastbound Ramps, and Westwood Boulevard. **Exhibit A-6A.**
- **Westwood Boulevard** - Widening and resurfacing to accommodate additional turn lanes at the CFP intersection. A signal will be constructed at the intersection with West Entrance Drive. **Exhibit A-6B.**
- **West Entrance Drive** - Reconstruction to accommodate ramps from I-4/SR 528 interchange which are in conflict with the existing bridge. The vertical grade will be reversed with SR 528 and West Entrance Drive will now be under SR 528 rather than over SR 528. This will necessitate demolition of an elevated portion of the roadway on the Orange County Convention Center property and reconfiguration of the affected surface network servicing the Convention Center's West Building, including the pedestrian signal for the Convention Center building entrance. Details for the upgrades will be addressed in a separate agreement. **Exhibit A-7.**
- **Sand Lake Road/SR 482** – Widening and reconstruction from west of Turkey Lake Road to International Drive, including within the limits of the I-4 interchange. The interchange configuration is also being modified and will be configured as a Diverging Diamond interchange, which will involve reconstruction of all the ramp terminals at I-4. The existing westbound left turn at Turkey Lake Road will be replaced with a loop ramp connecting to Turkey Lake Road with a signalized intension approximately 2,000 feet south of Sand Lake Road. Signals will be constructed at each of the two mainline crossovers, and at the intersection with International Drive. This construction will be performed under the separate

FM 444315-1-52-01. **Exhibit A-8.**

- **Big Sand Lake Drainage System -**
 - Subject to the conditions set forth below as “Conditions for Construction of New Drainage System”, the Department will incorporate into the Department’s Project the construction of a New Drainage System from Big Sand Lake to West of Westwood Boulevard, as is described in the attached Exhibit “C”, herein referred to as “New Drainage System”. The New Drainage System as described in Exhibit “C” generally consists of 48” reinforced concrete pipes and structures to be constructed with lower invert elevations (relative to existing) to mitigate the elevated water levels experienced in Big Sand Lake after heavy rainfall events.
 - The cost to construct the New Drainage System is estimated to be \$268,000.
 - The Department will construct the New Drainage System, subject to the Conditions for Construction of New Drainage System, in accordance with plans and permit(s) provided by LOCAL GOVERNMENT. Upon completion of construction, the Department will turn over to LOCAL GOVERNMENT as built plans for New Drainage System.
 - The cost to construct the New Drainage System will be off-set against the Department’s cost of acquisition of real estate interests from LOCAL GOVERNMENT for the Department’s Project. The off-set of the cost will be a part of the real estate closing for the LOCAL GOVERNMENT’S parcels.
 - Conditions for Construction of New Drainage System must be completely satisfied on or before May 15, 2019, time being of the essence, and must include:
 - LOCAL GOVERNMENT must secure a South Florida Water Management District Permit to allow construction of the New Drainage System, including the right to affect Big Sand Lake; and
 - LOCAL GOVERNMENT must secure a permit or other written authorization to influence and to convey stormwater into and through Valencia Water Control District; and
 - LOCAL GOVERNMENT must produce a final set of signed and sealed plans and specifications produced by a pre-qualified Department engineer of record that are acceptable to the Department; and
 - LOCAL GOVERNMENT must certify that all right of way necessary to construct the New Drainage System, including any easements necessary, all subordinations, and all other documents or instruments necessary to be able to certify that right of way is clear as determined by the Department.
 - If all Conditions for Construction of New Drainage System are not met on or before May 15, 2019, time being of the essence, then Department’s obligation to construct the New Drainage System will be considered released.
 - If all Conditions for Construction of New Drainage System are not met on time, time being of the essence, the Department may elect to construct certain, limited components of the New Drainage System that will allow LOCAL GOVERNMENT to construct on its own at a later date without having to construct the system under I-4 or other parts of the Department’s Project.
- **Mast Arm Upgrades -** LOCAL GOVERNMENT has requested to upgrade multiple strain pole structures located at intersections directly impacted by the Department’s

Project to mast arm structures. Subject to funding availability, the Department agrees to design and to remove the strain poles and to replace them with mast arms and to include said work as a part of the Department's Project. Funding for the upgrades will be addressed in a separate Aesthetics Agreement.

Scope of Services

FM#242484-8-52-01

FDOT has committed to performing the construction on LOCAL GOVERNMENT roadways to widen/reconstruct, harmonize, and to connect the LOCAL GOVERNMENT'S roadways to the FDOT's Project for I-4 Beyond the Ultimate (I-4 BtU) Segment 1B using federal funding for Project Number FM 242484-8-52-01 from east of SR 522 (Osceola Parkway) to west of Central Florida Parkway, located in Orange County, Florida.

The I-4 BtU Segment 1B project will require work on the following LOCAL GOVERNMENT roadways: Daryl Carter Parkway, CR 535, Palm Parkway, Vineland Road, Meadow Creek Drive, Hotel Plaza Boulevard, Winter Garden Vineland Road, CR 435, Central Florida Parkway, and Vinings Way Boulevard. The anticipated scope for each roadway is described below

- **Daryl Carter Parkway- Over I-4 from Palm Parkway to Regency Village Drive** - Daryl Carter Parkway will be converted to a Divergent Diamond Interchange. Existing curb lines and median along Daryl Carter Parkway will be revised requiring some widening of the bridge approaches. Sidewalk and bike lane will be included on the bridge over I-4. I-4 eastbound exit and entrance ramps as well as a westbound I-4 exit ramp will be constructed as part of the Interim Daryl Carter Interchange Project (FPN 441113-1-52-01). The westbound on-ramp will be constructed with FM #242484-8-52-01. Two traffic signals will be constructed at the intersection of the ramps connecting to Daryl Carter Parkway. Additional drainage pipe and structures will be installed in areas of pavement widening. Daryl Carter Parkway will be milled and resurfaced within the project limits. Limited Access right of way will be modified as a part of the Project. **Exhibit A-9.**

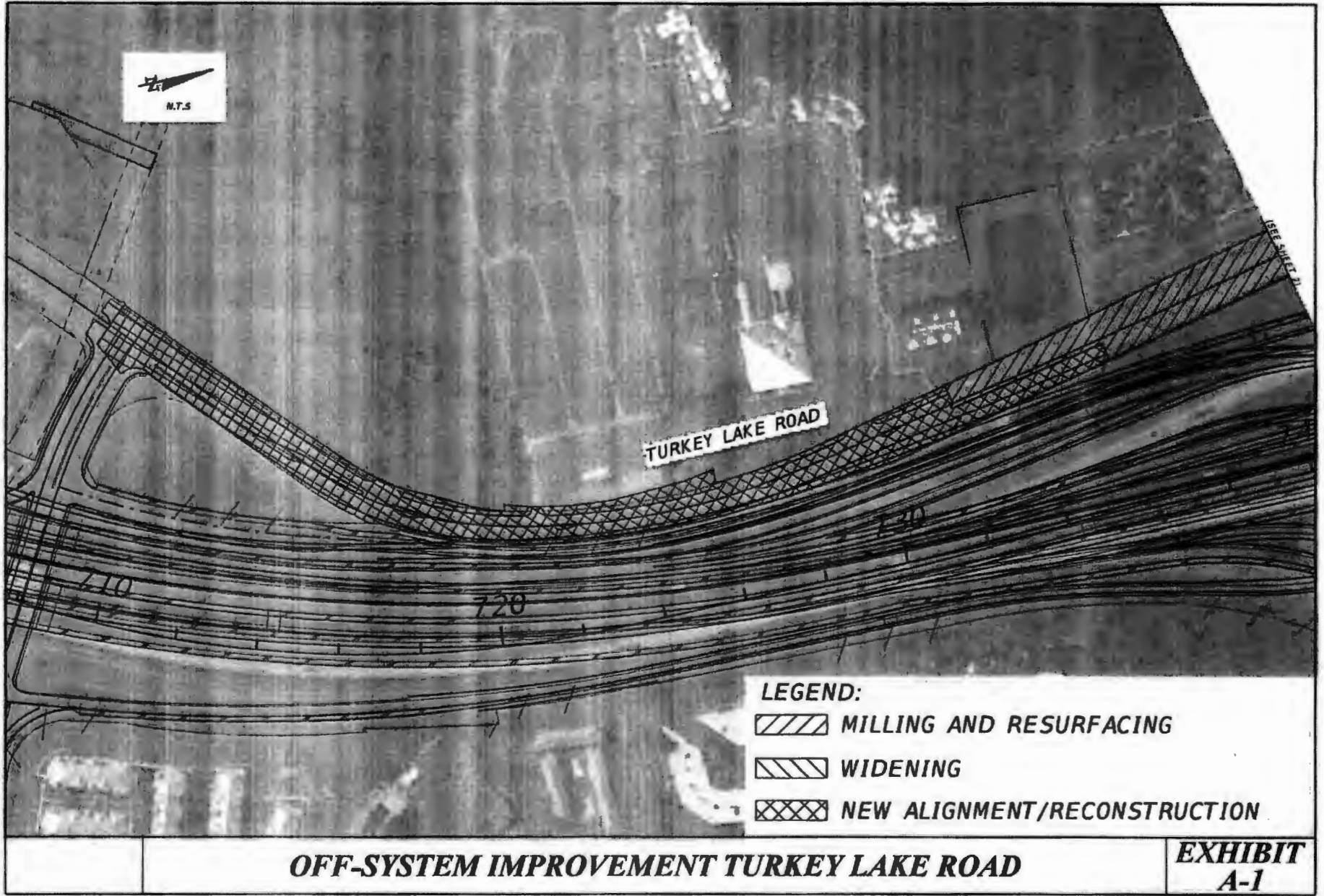
- **CR 535 from a point approximately 840 feet N. of I-4 to Palm Parkway** - CR 535 will be reconstructed with three, 11-foot lanes in each direction, dual left turn lanes at Hotel Plaza and a right turn lane at Palm Parkway. CR 535 northbound will be grade separated at the intersection of Hotel Plaza Blvd. Improvements include a 7-foot bikeway or a 12-foot multi-use trail, sidewalks, closed drainage system, signage, and traffic signals at Hotel Plaza and Palm Parkway. FDOT will take ownership and maintenance responsibilities for CR 535 from just north of the I-4 interchange to Palm Pkwy, CR 435 from Palm Pkwy to Vinings Way Blvd, 2 intersections (at Palm Pkwy and at Vinings Way Blvd), and will construct

the “jug-handle.” The jurisdictional responsibility of portions of CR 535 and CR 435 will be transferred upon completion of the Project. Exhibit A-10.

- **Palm Parkway from CR 535 to a point approximately 1750 feet east** - Palm Parkway will be reconstructed to two, 12 foot lanes in each direction with dual right turn lanes at CR 535 and an eastbound U-Turn along Palm Parkway. Improvements include sidewalks, curb and gutter, closed drainage system, and a traffic signal at CR 535. **Exhibit A - 11 .**
- **Vineland Avenue from SR 535 to Mulberry Court** - Vineland Avenue will be reconstructed with two, 12-foot lanes in each direction. In addition, two westbound to southbound lanes will be grade separated at SR 535. Improvements include signage, closed drainage system, retaining walls, and a traffic signal at CR 535. **Exhibit A-12.**
- **Meadow Creek Drive from Walgreens Entrance to SR 535 Intersection** - Meadow Creek Drive will be widened in the eastbound direction to provide an additional lane approaching the SR 535 intersection. The project includes reconstructed curbing, sidewalk and drainage improvements in the eastbound direction. **Exhibit A-13.**
- **Hotel Plaza Blvd. from B Resort Entrance to CR 535** - Hotel Plaza Blvd will be reconstructed with two, 12-foot lanes in each direction. All three lanes at SR 535 will be right turn only. In addition, two eastbound to northbound lanes will be grade separated at the overpass at CR 535. Improvements include sidewalks, curb and gutter, closed drainage system, retaining walls and a traffic signal at CR 535. **Exhibit A-14.**
- **Winter Garden-Vineland Road from West of Grand Cypress Blvd to CR 535** - Winter Garden-Vineland Rd will be reconstructed with two, 12-foot lanes in each direction. Eastbound improvements include two right turn lanes at CR 535, one left turn lane at Grand Cypress Blvd and three through lanes at CR 535, Westbound improvements include two left turn lanes and one right turn at Grand Cypress Blvd. Improvements include sidewalks, closed drainage system, signage, and a traffic signal at CR 535. **Exhibit A-15.**
- **CR 435 from CR 535 to N. of Vinings Way Blvd.** - CR 435 will be reconstructed with three, 11-foot lanes in the southbound direction along with one southbound left turn lane at Vinings Way Blvd. Northbound improvements include four, 11-foot through lanes at the CR 535 / Palm Parkway intersection and two left turn lanes at Vinings Way Blvd. Improvements include a 7-foot bikeway or 12-foot

multi-use trail, sidewalks, closed drainage system, signage and traffic signals at Vinings Way Boulevard. **Exhibit A-16.**

- **Central Florida Parkway from Turkey Lake to Westwood Blvd. -** Central Florida Parkway improvements includes a one lane westbound to I-4 westbound flyover bridge and intersection improvements at eastbound Central Florida Parkway and entrance ramp to westbound I-4. Improvements also include signage and closed drainage system. **Exhibit A-17.**
- **Vinings Way Blvd. from CR 435 to Treasure Cay Lane -** Vinings Way Boulevard will be realigned to the north and will be constructed with two lanes in each direction with curb and gutter and drainage improvements. **Exhibit A-18.**
- **Mast Arm Upgrades -** LOCAL GOVERNMENT has requested to upgrade multiple strain pole structures located at intersections directly impacted by the Department's Project to mast arm structures. Subject to funding availability, the Department agrees to design and to remove the strain poles and to replace them with mast arms and to include said work as a part of the Department's Project. Funding for the upgrades will addressed in a separate Aesthetics Agreement.



LEGEND:

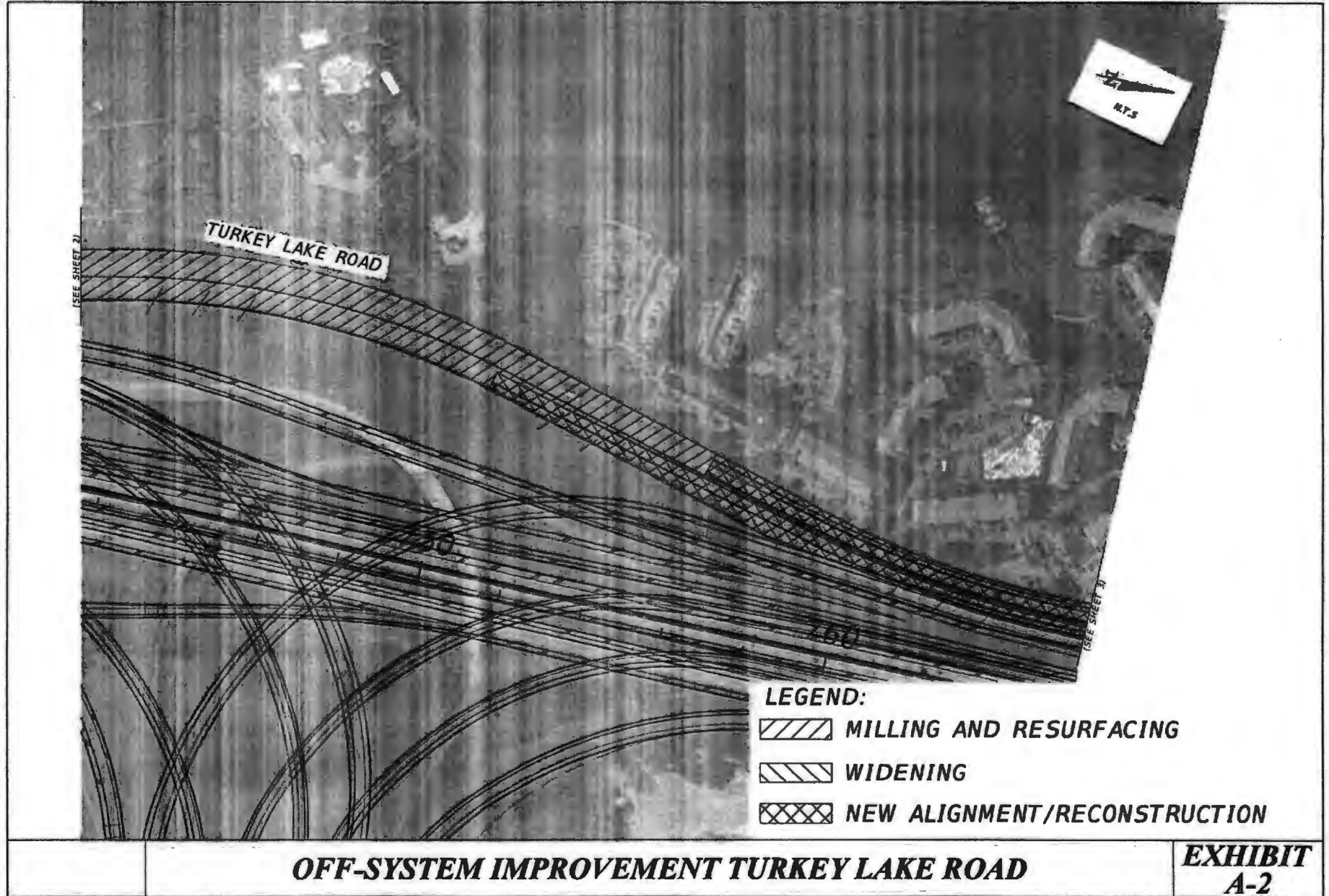
 **MILLING AND RESURFACING**

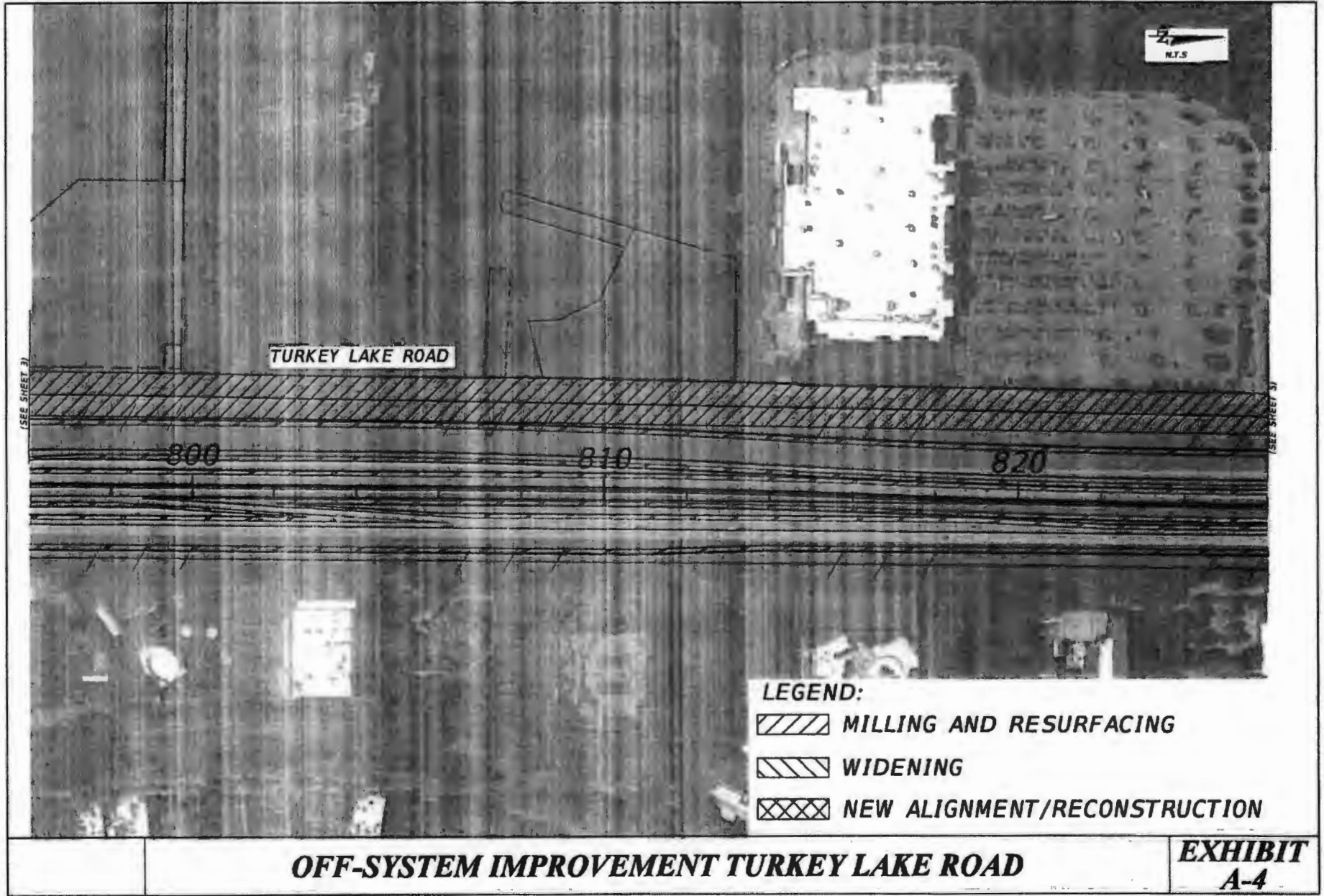
 **WIDENING**

 **NEW ALIGNMENT/RECONSTRUCTION**

OFF-SYSTEM IMPROVEMENT TURKEY LAKE ROAD

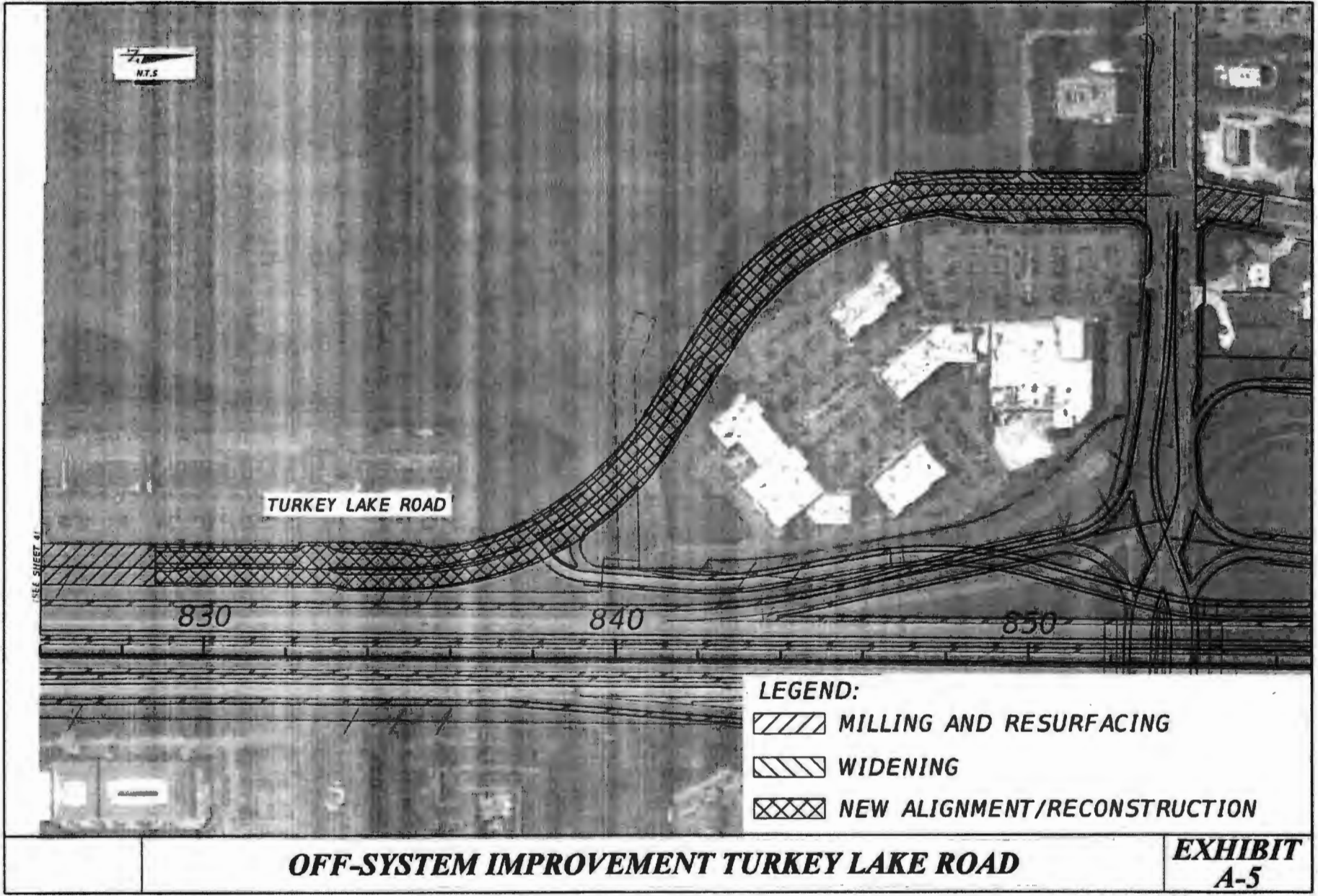
**EXHIBIT
A-1**

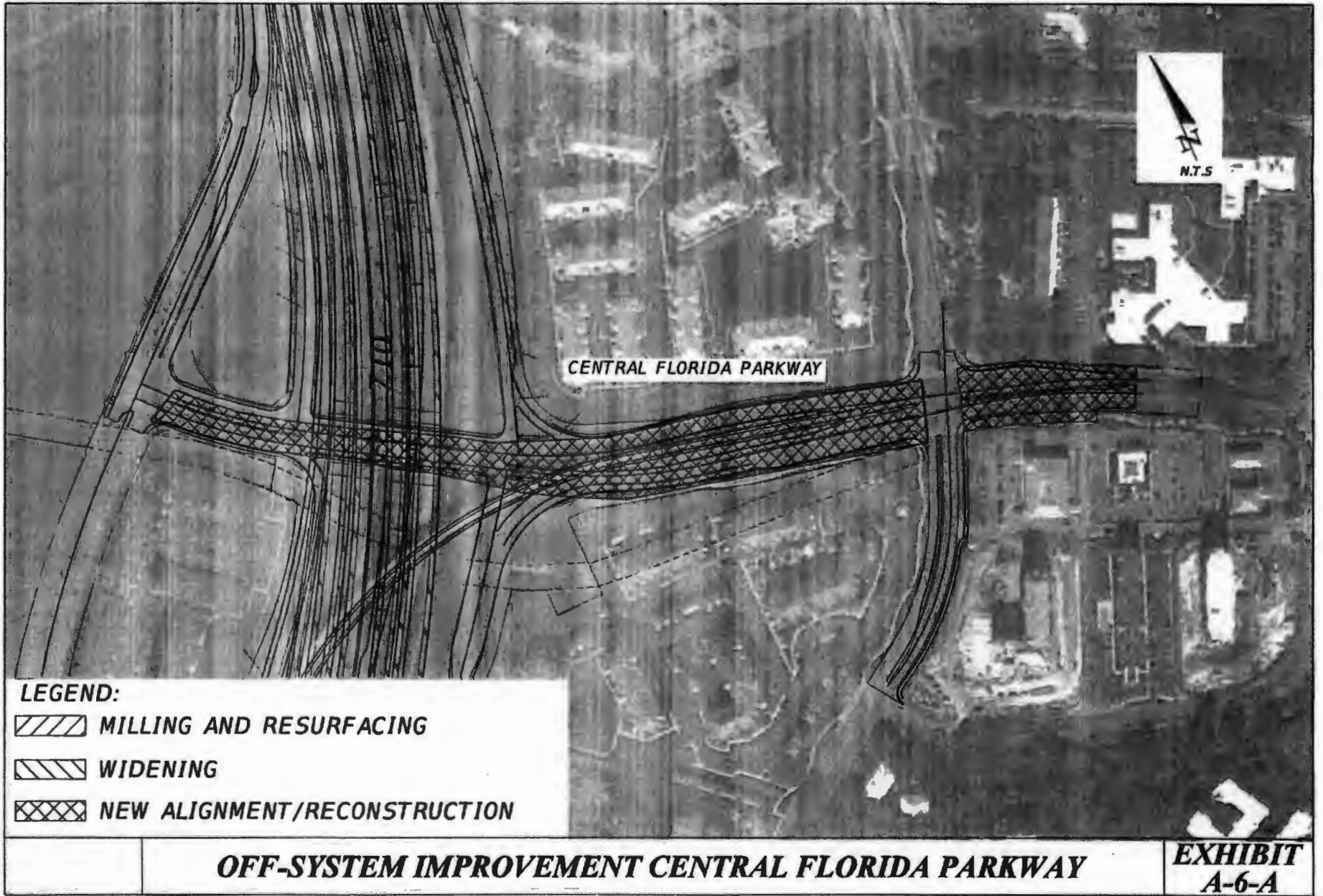


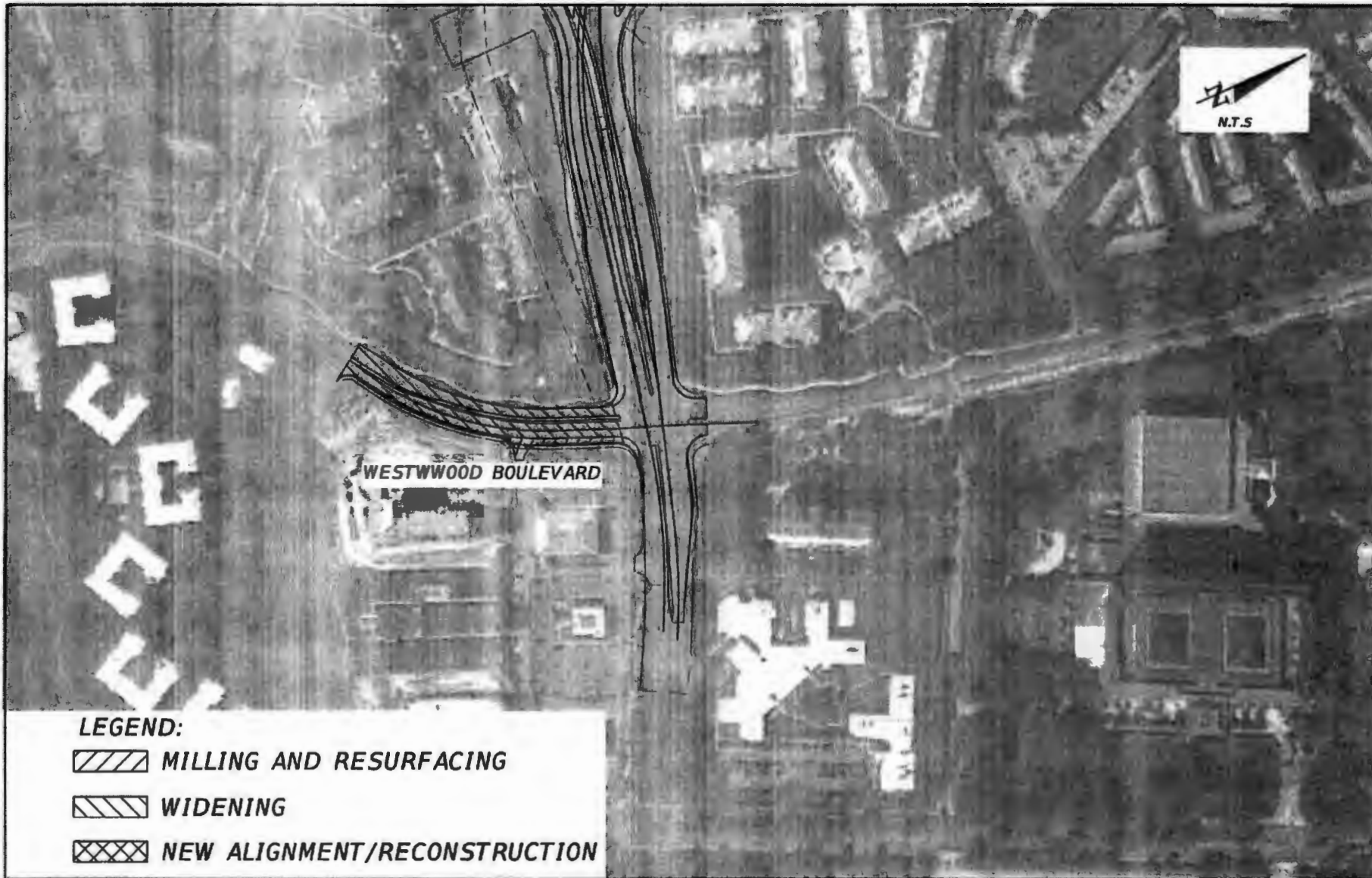


OFF-SYSTEM IMPROVEMENT TURKEY LAKE ROAD




**EXHIBIT
A-4**





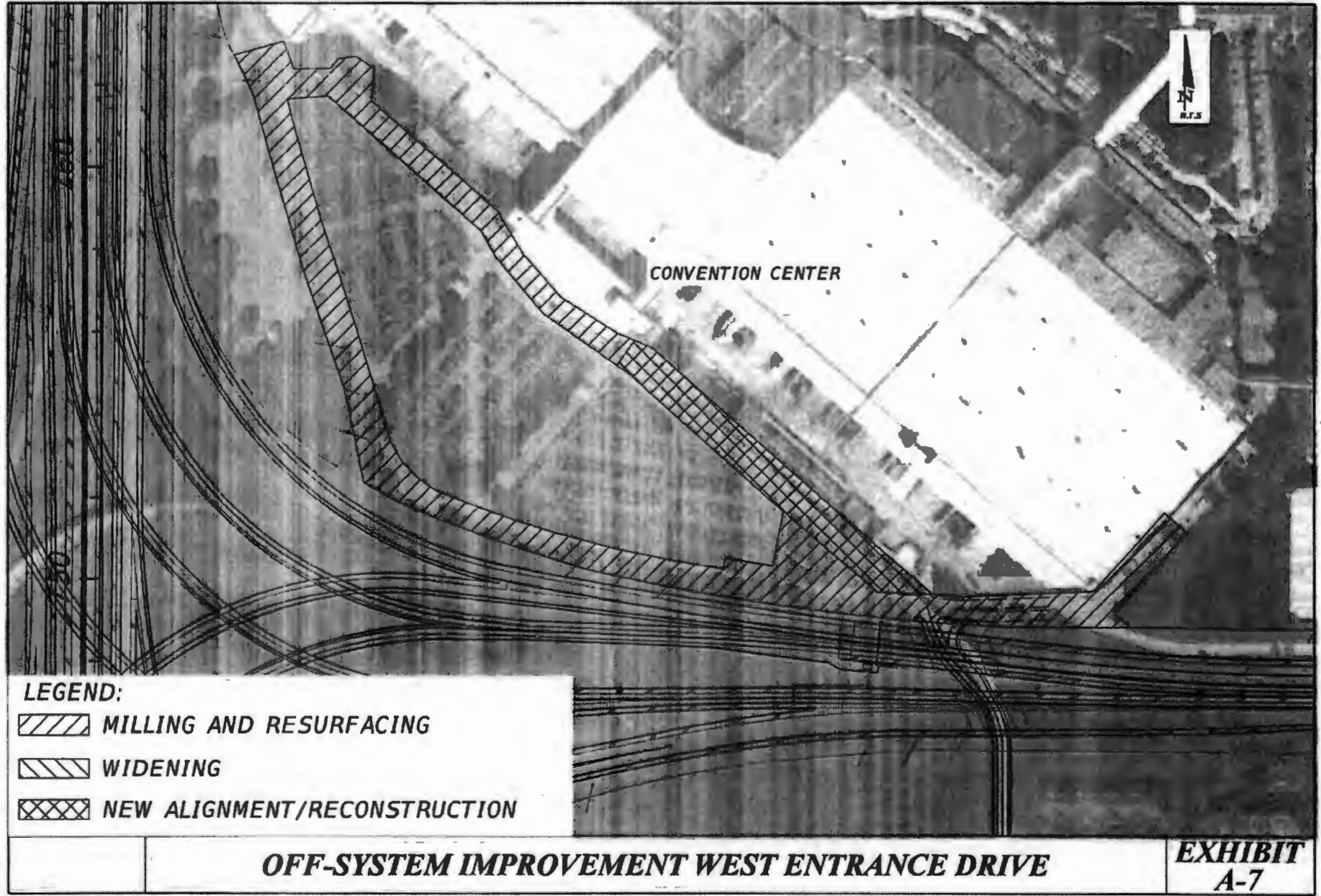


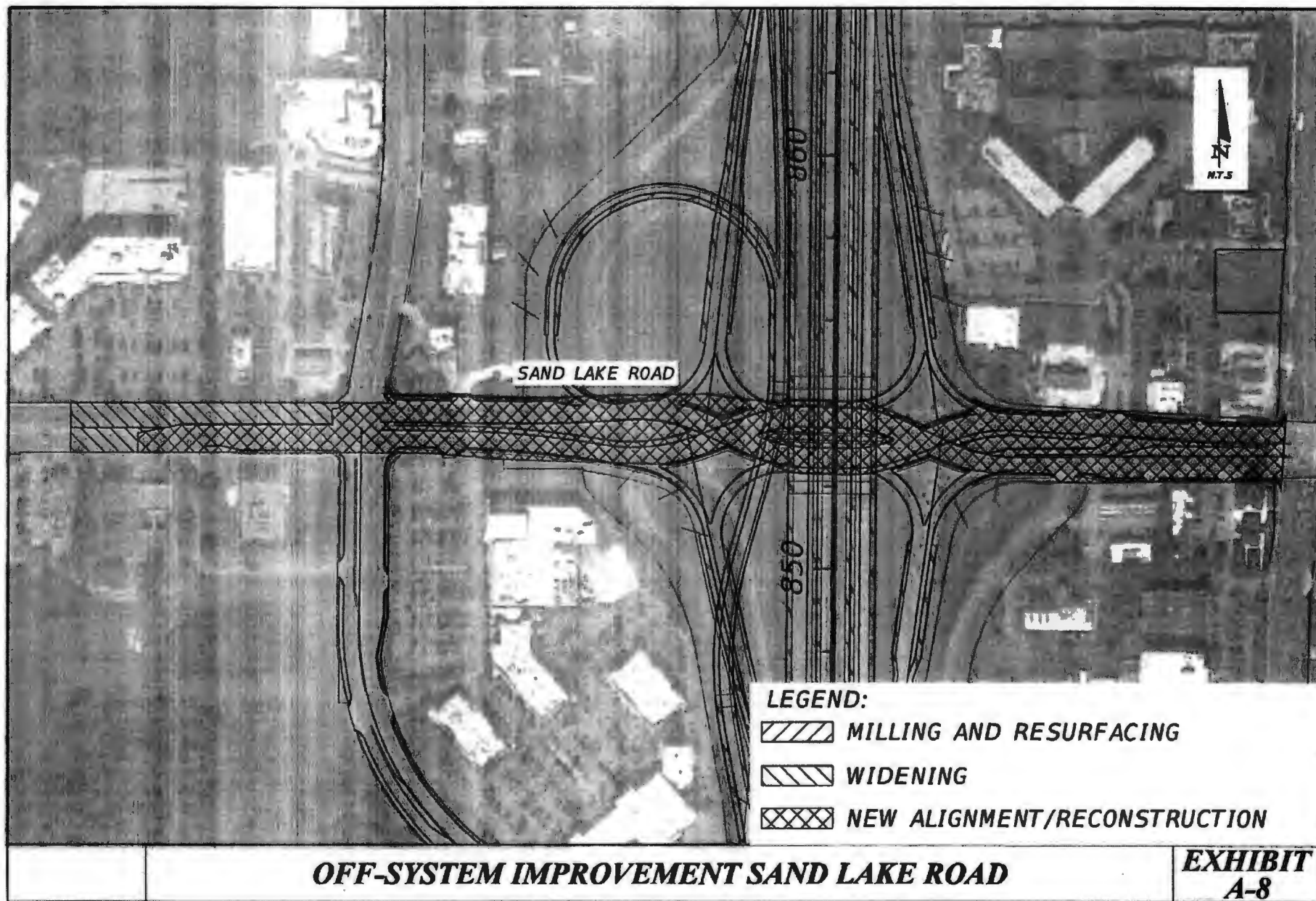
LEGEND:

-  **MILLING AND RESURFACING**
-  **WIDENING**
-  **NEW ALIGNMENT/RECONSTRUCTION**

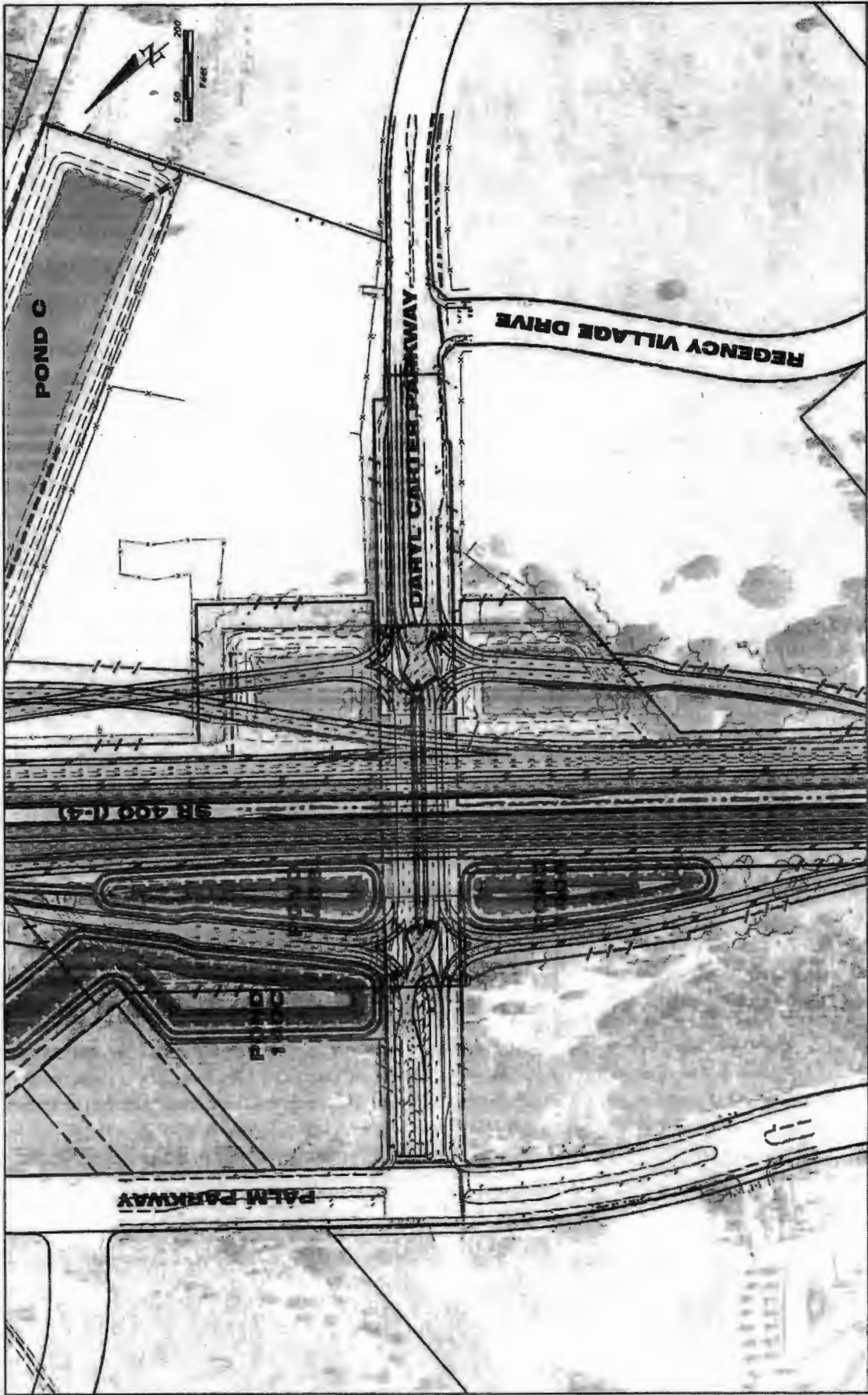
OFF-SYSTEM IMPROVEMENT WESTWOOD BOULEVARD

**EXHIBIT
A-6-B**





PRELIMINARY: NOT FOR CONSTRUCTION



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD NO. SR 400	COUNTY ORANGE	FINANCIAL PROJECT ID 242484-0-33-01	SHEET NO. FIGURE A DCP PALM PKWY TO REGENCY VILLAGE DR
ARCADIS TECHNOLOGICAL SERVICES, INC. 10000 W. BOCA RATON BLVD., SUITE 200 BOCA RATON, FL 33433 (561) 991-1111 WWW.ARCADIS.COM		PROJECT NUMBER 201118		DATE 6/20/2018	EXHIBIT A-9



REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
SR 400	ORANGE	242484-8-32-01	

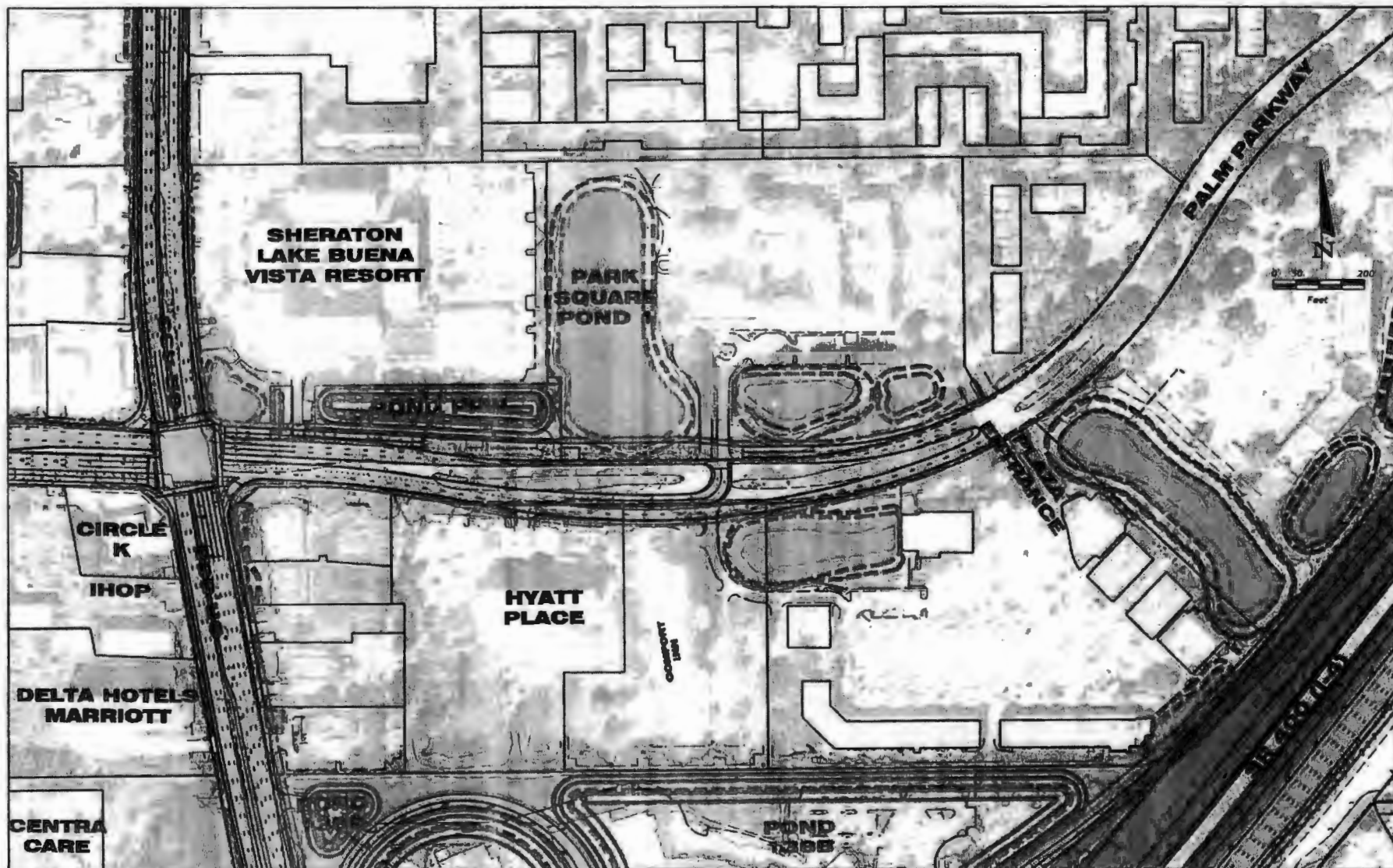
FIGURE B CR 536 CROSSROADS TO INT	SHEET NO.
--	--------------

ABCOM TECHNICAL SERVICES, Inc.
 100 North Orange Avenue, Suite 700
 Orlando, FL 32801
 T 407.452.8933 F 407.452.7699
 Certificate of Authorization No. 0775

6/20/2018 3:54:53 PM c:\ps\work\project\com_nov\state\int\figb\fig_b_101.mxd

Exhibit A-10

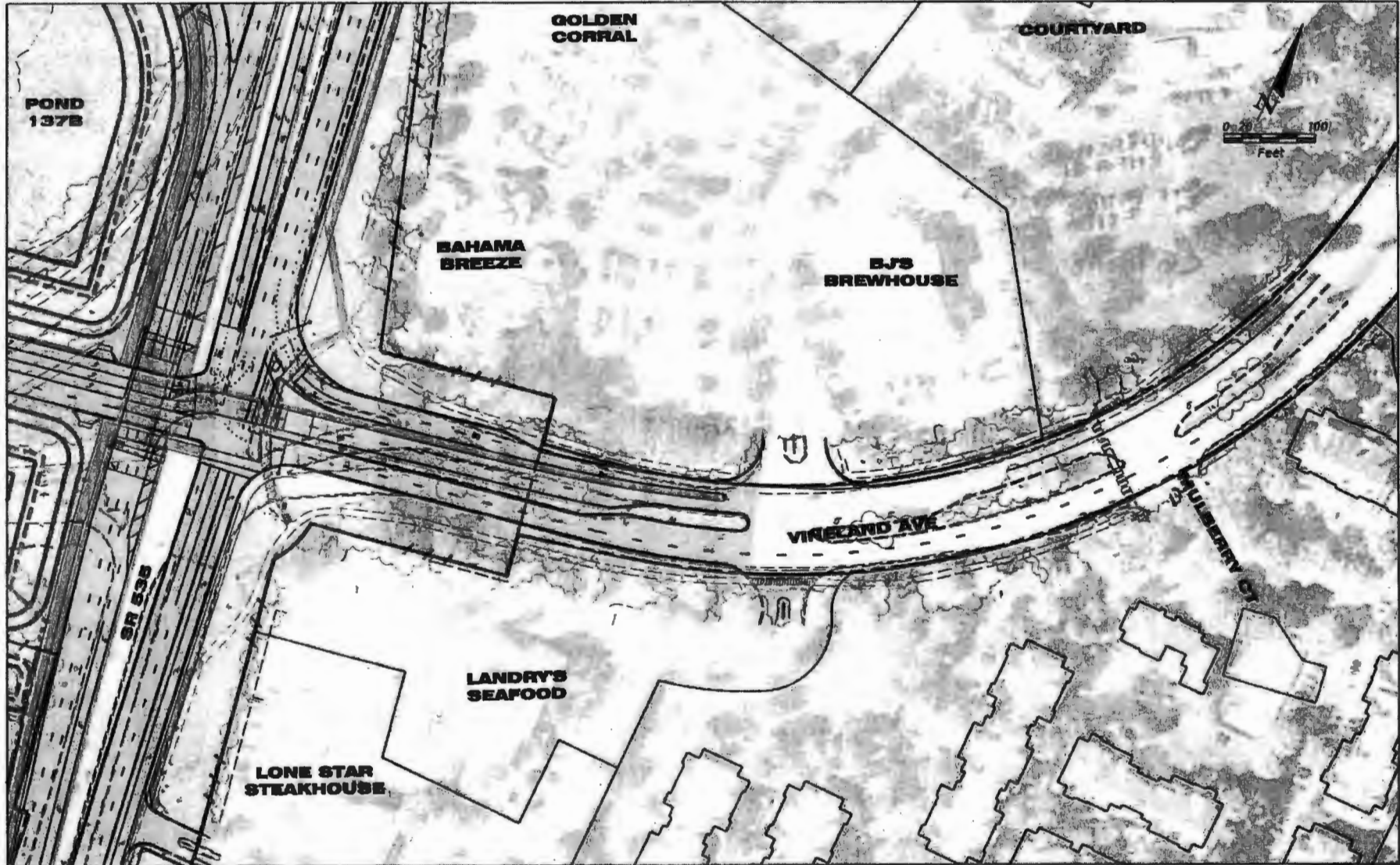
PRELIMINARY: NOT FOR CONSTRUCTION



REVISIONS		DESCRIPTION	ARCON TECHNICAL SERVICES, Inc. 100 South Orange Avenue, Suite 200 Orlando, FL 32804 7-407-252-8270 F-407-452-8270 Certificate of Public Utility No. 6119 www.arcon.com	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			FIGURE C PALM PKWY INT TO PLAZA ENTRANCE	SHEET NO.
DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			SR 400	ORANGE	242684-6-52-01			

Exhibit A-11

PRELIMINARY: NOT FOR CONSTRUCTION



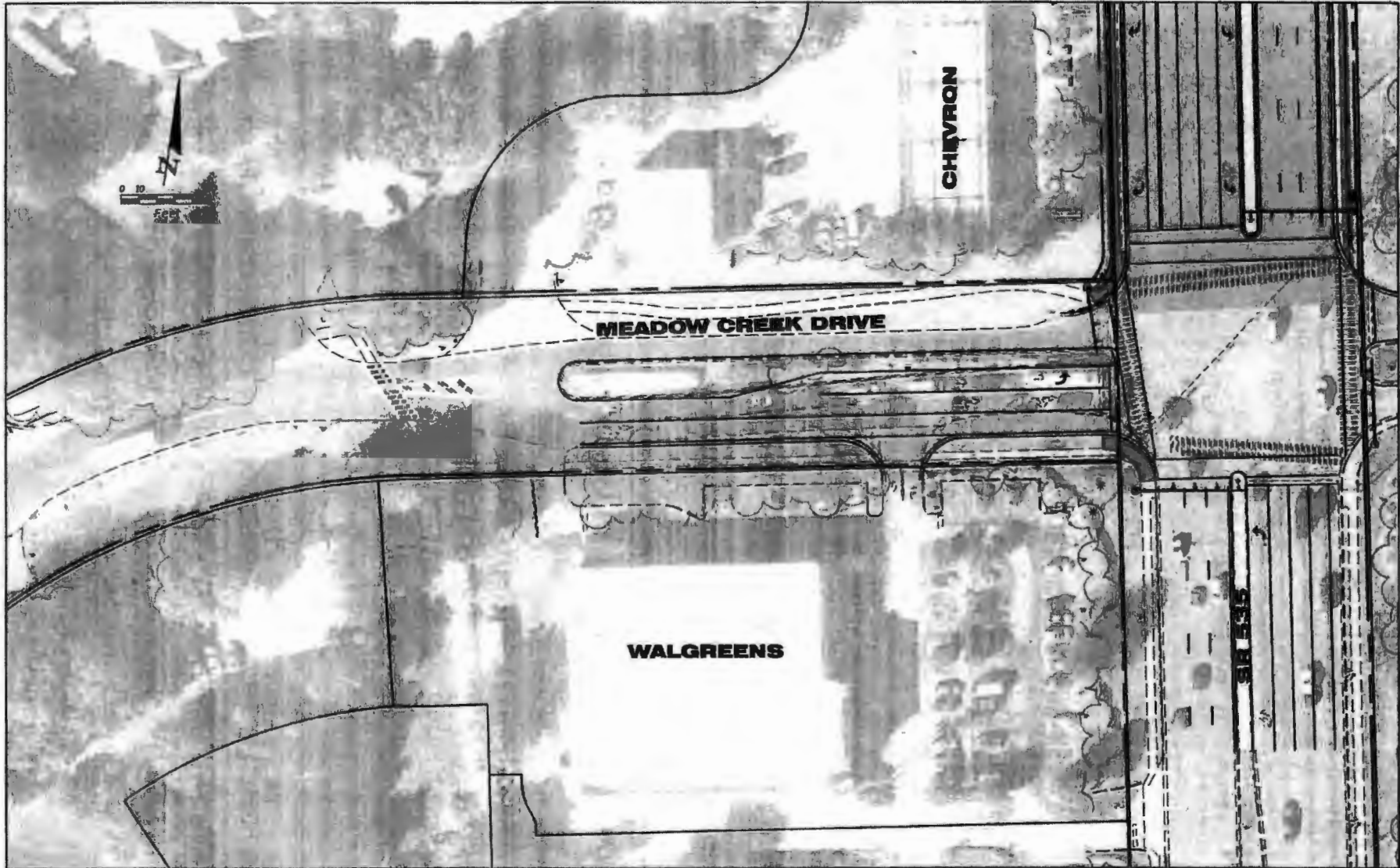
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					SR 406	ORANGE	242484-8-53-01	

ARCON TECHNICAL SERVICES, Inc.
180 South Orange Avenue, Suite 500
Orlando, FL 32809
T 407.438.8888 F 407.438.8889
Certificate of Authorization No. 0116
www.arcon.com

**FIGURE D VINELAND AVE
SR 535 TO MULBERRY CT**

Exhibit A-12

PRELIMINARY: NOT FOR CONSTRUCTION



PRELIMINARY: NOT FOR CONSTRUCTION

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

REGIONAL TECHNICAL SERVICES, Inc. 100 North Orange Avenue, Suite 800 Orlando, FL 32816 P: 407-251-0000 F: 407-432-5800 Certificate of Authorization No. 0110 www.rtsinc.com			
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		FIGURE B MEADOW CREEK SR 556 TO WALGREENS	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
SR 400	ORANGE	242484-S-32-01	

Exhibit A-13

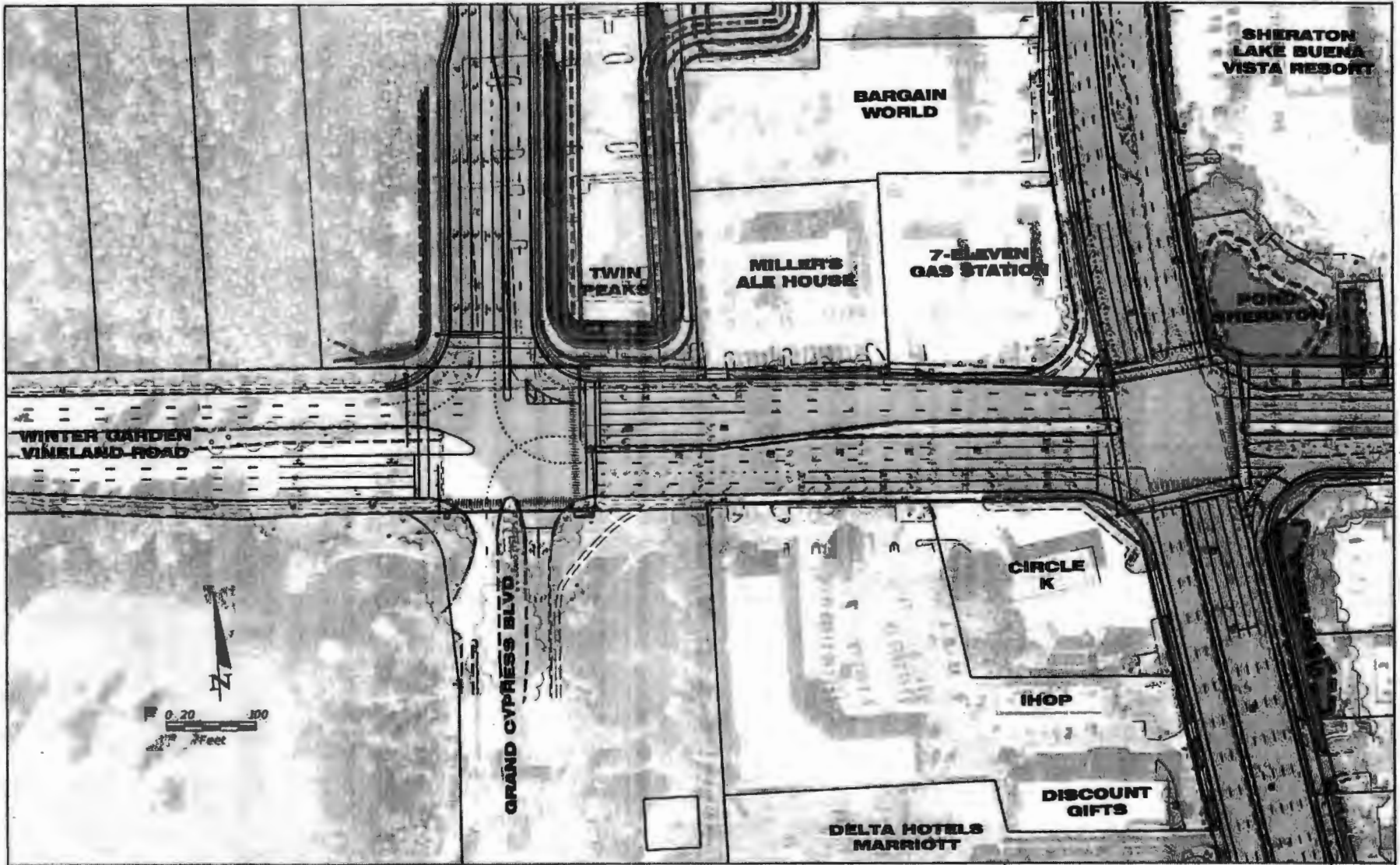


PRELIMINARY: NOT FOR CONSTRUCTION

REVISIONS		DESCRIPTION		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			FIGURE F HOTEL PLAZA B RESORT TO CROSSROADS		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
				SR 400	ORANGE	242484-8-52-01			

ARCOS TECHNICAL SERVICES, Inc.
 80 South Orange Avenue, Suite 200
 Orlando, FL 32801
 T 407.451.2800 F 407.451.2805
 Customers of ArcosTechnal.com, 9118
 www.arcosts.com

Robert Hartman 4/26/2018 3:37:00 PM C:\pwworking\arcos_technical\project\2018\Figure F_208_Scale.dwg



REVISIONS	
DATE	DESCRIPTION

ARCOS TECHNICAL SERVICES, Inc.
 350 North Orange Avenue, Suite 350
 Orlando, FL 32803
 T 407.822.8288 F 407.433.3389
 Certificate of Registration No. 9115
 www.arnos.com

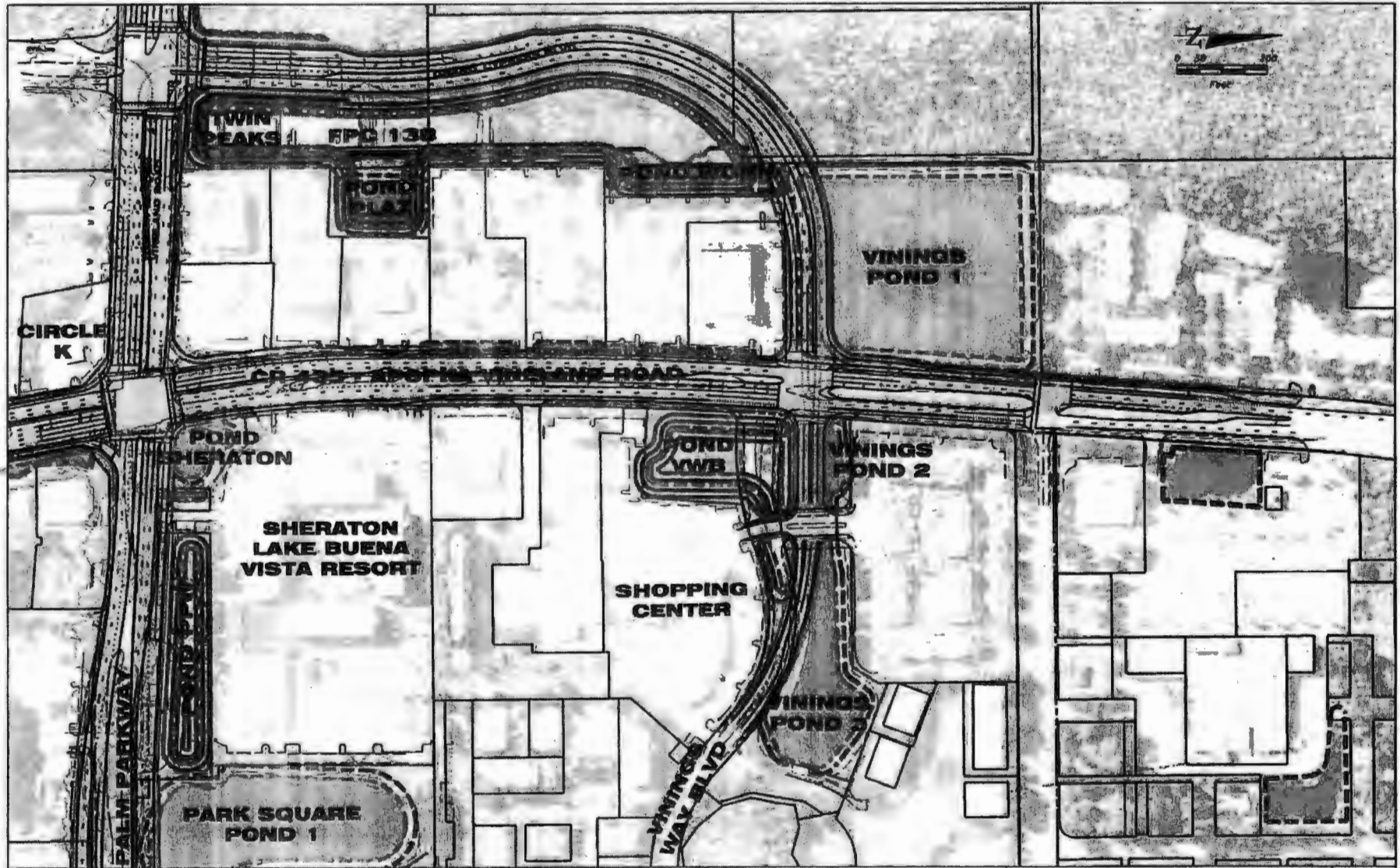
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 400	ORANGE	242484-8-52-01

FIGURE G
WGVR FROM GRAND CYPRESS
BLVD TO CR 655

SHEET NO.

Exhibit A-15

PRELIMINARY: NOT FOR CONSTRUCTION



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

ARCOM TECHNICAL SERVICES, Inc.
 800 West Orange Avenue, Suite 200
 Orlando, FL 32801
 T 407.473.2222 F 407.473.2222
 Certificate of Accreditation No. 0115
 www.arcom.com

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 400	ORANGE	242484-S-52-01

**FIGURE H CR 435 INT
TO NORTHERN LIMIT**

SHEET NO.

PRELIMINARY: NOT FOR CONSTRUCTION

Exhibit A-16



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 400	ORANGE	242484-B-52-01

FIGURE I CFP TURKEY LAKE TO WESTWOOD	SHEET NO.
---	--------------

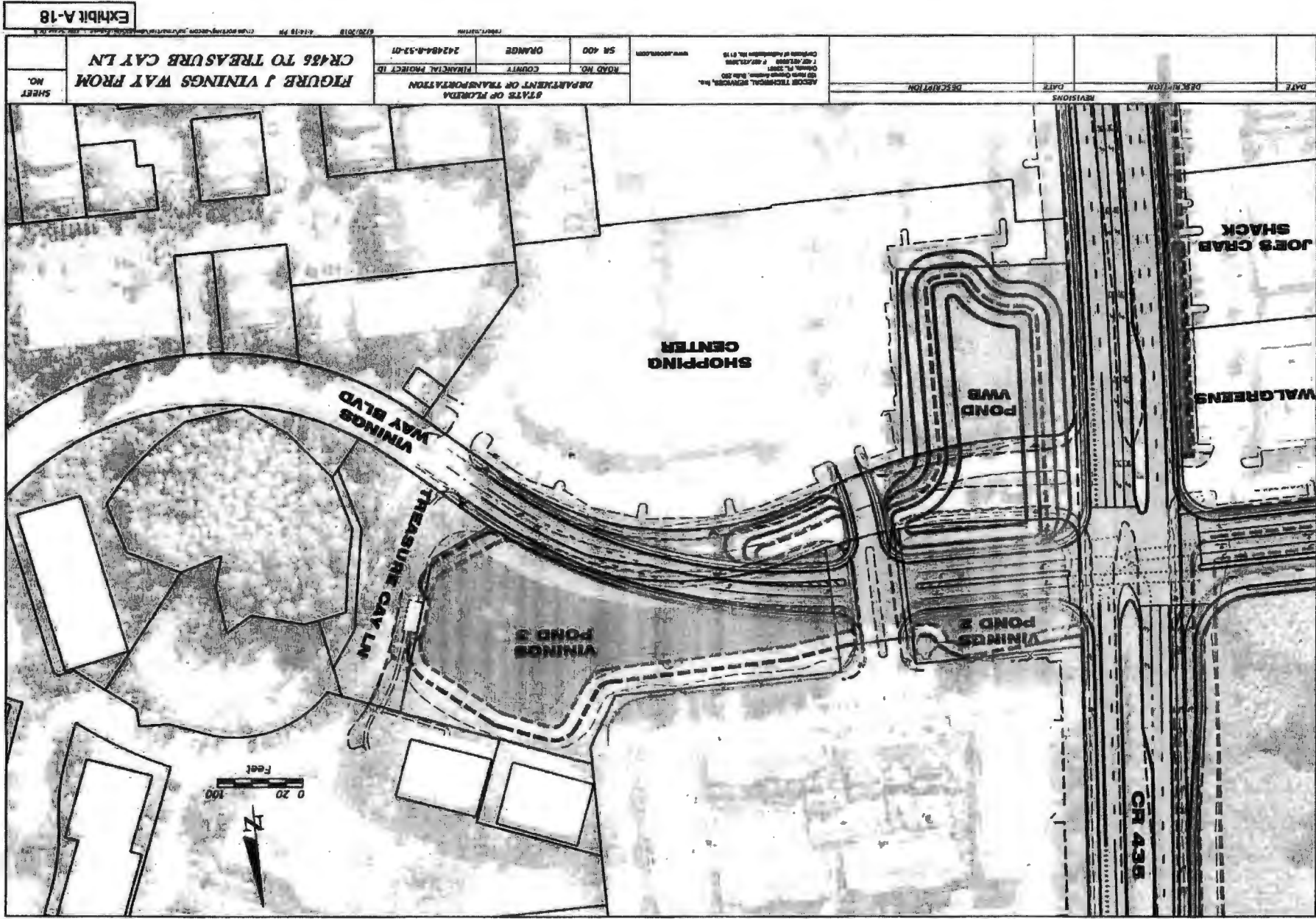
ARCOR TECHNICAL SERVICES, Inc.
 300 North Orange Avenue, Suite 100
 Orlando, FL 32801
 1-877-ARCOR 404-242-4848
 Certificate of Registration No. 0113 www.arcor.com

robert.sharpe 0725/2019 2:58:34 PM c:\pwworking\arcor.com\project\fig1\fig1_01.dwg

Exhibit A-17

PRELIMINARY: NOT FOR CONSTRUCTION

PRELIMINARY: NOT FOR CONSTRUCTION



DATE	REVISIONS	DESCRIPTION

ARCHER TECHNICAL SERVICES, Inc. 400 North Orange Avenue, Suite 200 Orange, FL 32668 Phone: 407.255.2800 Fax: 407.255.2800 www.archer.com		ROAD NO. 5A 400 COUNTY ORANGE FINANCIAL PROJECT ID 242848-53-01
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
SHEET NO. FIGURE 1 VININGS WAY FROM CR 436 TO TREASURB CAY LN		

Exhibit A-18

OFF-SYSTEM IMPROVEMENT BIG SAND LAKE PROPOSED OUTFALL



Certificate Of Completion

Envelope Id: F32F6A2F14584404B05171A9071E4D7C Status: Completed
 Subject: Please DocuSign: Off System Project Agreement with Orange County (I-4 Beyond the Ultimate Proje...
 Contract Number (ex. C9A12, optional):
 Document Contains Confidential Information?: No
 Fin Proj Num (ex.123456-1-32-01, Optional):
 Office (contact Procurement if add is needed):
 Local Programs
 Source Envelope:
 Document Pages: 31 Signatures: 2 Envelope Originator:
 Certificate Pages: 2 Initials: 0 Teresa Hutson
 AutoNav: Enabled 605 Suwannee Street
 EnvelopeId Stamping: Enabled MS 20
 Time Zone: (UTC-05:00) Eastern Time (US & Canada) Tallahassee, FL 32399-0450
Teresa.Hutson@dot.state.fl.us
IP Address: 156.75.68.7

Record Tracking

Status: Original Holder: Teresa Hutson Location: DocuSign
 5/3/2019 1:44:14 PM Teresa.Hutson@dot.state.fl.us

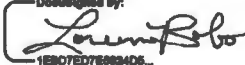
Signer Events

Daniel McDermott
 Daniel.McDermott@dot.state.fl.us
 Senior Attorney
 FL DOT
 Signing Group: D5 General Law Legal Group
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature
 DocuSigned by:
Daniel McDermott
 580E91E208BA46C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.68.38

Timestamp
 Sent: 5/3/2019 2:02:51 PM
 Viewed: 5/3/2019 3:50:43 PM
 Signed: 5/3/2019 3:50:53 PM

Loreen Bobo
 loreen.bobo@dot.state.fl.us
 District 5 Director of Transportation Development
 Florida Department of Transportation
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature
 DocuSigned by:

 1E8D7ED7E8834D6...
 Signature Adoption: Drawn on Device
 Using IP Address: 71.47.171.17
 Signed using mobile

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 Viewed: 5/3/2019 6:06:09 PM
 Signed: 5/3/2019 6:08:41 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Gigi Jones
 ggi.jones@dot.state.fl.us
 Florida Department of Transportation
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Sent: 5/3/2019 2:02:52 PM

Kim Kipp
 kim.kipp@dot.state.fl.us
 Florida Department of Transportation
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Lisa Buscher
 lisa.buscher@dot.state.fl.us
 Holly Lopenski
 holly.lopenski@dot.state.fl.us
 Allison Godwin
 allison.godwin@dot.state.fl.us
 Teresa Hutson
 Teresa.Hutson@dot.state.fl.us
 Precious Johnson
 Precious.Johnson@dot.state.fl.us
 Local Program Coordinator
 Florida Department of Transportation
 Signing Group: D5 Local Government Agreements
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Sent: 5/3/2019 6:08:42 PM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/3/2019 6:08:42 PM
Certified Delivered	Security Checked	5/3/2019 6:08:42 PM
Signing Complete	Security Checked	5/3/2019 6:08:42 PM
Completed	Security Checked	5/3/2019 6:08:42 PM

Payment Events	Status	Timestamps
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