




Interoffice Memorandum

March 29, 2018

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM:  Mark V. Massaro, P.E., Director, Public Works Department

**CONTACT PERSON: Mark V. Massaro, P.E., Director  
Public Works Department**

**PHONE NUMBER: (407) 836-7970**

**SUBJ: CR 438 and West Orange Trail Bridge maintenance operation and  
ownership limits- Memorandum of Understanding**

Florida's Turnpike Enterprise plans to widen the turnpike from four lanes to eight lanes from the SR50/Clermont interchange to the Lake County line in July 2020.

This widening will require both the SR438 and the West Orange Trail Bridges to be reconstructed. A memorandum of understanding (MOU) that outlines the conditions for implementing the replacement of both bridges has been prepared.

The MOU has been reviewed and found acceptable by the County Attorney's Office, Public Works Department, Parks and Recreation Division and Risk Management Division.

**Action Requested: Approval and execution of Memorandum of Understanding between Florida Department of Transportation Florida's Turnpike Enterprise and Orange County, Florida for CR 438 and West Orange Trail Bridge Maintenance, Operation and Ownership Limits. District 1.**

MVM/JN/wsv

Attachment(s)

BCC Mtg. Date: April 10, 2018

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FLORIDA'S TURNPIKE ENTERPRISE**

**AND**

**ORANGE COUNTY, FLORIDA**

**FOR**

**CR 438 AND WEST ORANGE TRAIL  
BRIDGE MAINTENANCE, OPERATION AND OWNERSHIP LIMITS**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this \_\_\_ day of \_\_\_, 2018, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (hereinafter the "DEPARTMENT"), with headquarters located at Mile Post 263, Building 5315, Post Office Box 613069, Ocoee, Florida, 34761, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (hereinafter the "COUNTY"), with its principal place of business located at 201 South Rosalind Avenue, Orlando, Florida 32801.

WHEREAS, the DEPARTMENT proposes to construct in FPID Nos. 435784-1-52-01 (Orange County) and 435785-1-52-01 (Lake County), including without limitation, roadway widening, new bridge structures, ramp widenings, traffic control plan, Mechanically Stabilized Earth (MSE) walls, retaining walls, noise walls, guardrail, barriers, cross drain replacements/extensions, drainage pipes, drainage structures, stormwater management facilities, fence, signs, roadway lighting, intelligent transportation system adjustments, traffic signals, temporary works, utility adjustments and earthwork, (collectively the "Project") in Orange County and Lake County, Florida;

WHEREAS, as part of the Project improvements the DEPARTMENT will widen the Florida Turnpike Mainline (SR 91) from Mile Post 273 (SR 50 Clermont Interchange) to Mile Post 279 (Minneola Interchange). The first two miles of the Project are located in Orange County. The remaining four miles of the Project are located in Lake County which extends to the Minneola Interchange. The Project will widen the Florida Turnpike Mainline (SR 91) from the existing four lanes to eight lanes. The proposed typical section for the Florida Turnpike Mainline (SR 91) includes: 11-12' wide travel lanes, 4-12' shoulders, and 3-4' buffers for express lanes. The Project will also include the replacement of all bridges within the Project limits in order to accommodate the expanded typical section of the Florida Turnpike Mainline (SR 91). The Orange County bridges that will be replaced as part of the Project include the CR 438 (Oakland Avenue)

bridge crossing over Florida Turnpike Mainline (SR 91) and the West Orange Trail bridge crossing over Florida Turnpike Mainline (SR 91);

WHEREAS, CR 438 (Oakland Avenue) is a county road owned and maintained by the COUNTY;

WHEREAS, the West Orange Trail is a county multi-use trail owned and maintained by the COUNTY;

WHEREAS, prior to 1964 the DEPARTMENT constructed the CR 438 Bridge, identified as Bridge Number 750047 (hereinafter the "CR 438 Bridge"), at the CR 438 crossing over the Florida Turnpike Mainline (SR 91) at Mile Post 274;

WHEREAS, prior to 1964 the Atlantic Coast Line Railroad (ACL) constructed the West Orange Trail Bridge, identified as Bridge Number 754100 (hereinafter the "West Orange Trail Bridge"), at the West Orange Trail crossing over the Florida Turnpike Mainline (SR 91) at Mile Post 274;

WHEREAS, the CR 438 Bridge is presently owned by the DEPARTMENT;

WHEREAS, the West Orange Trail Bridge is presently owned by the COUNTY;

WHEREAS, the DEPARTMENT and the COUNTY have determined that CR 438 will be closed at the CR 438 Bridge crossing over Florida Turnpike Mainline (SR 91) for approximately twelve months in order to construct the CR 438 Bridge replacement; and

WHEREAS, the DEPARTMENT and the COUNTY have determined that the West Orange Trail Bridge will also be closed at its crossing over the Florida Turnpike Mainline (SR 91) for approximately twelve months in order to construct the West Orange Trail Bridge replacement; and

WHEREAS, as a result of the Project, it is now necessary for the parties to define their respective ownership, operation, and maintenance responsibilities regarding the CR 438 Bridge and West Orange Trail Bridge over the Florida Turnpike Mainline (SR 91) as shown in Exhibit "A".

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants hereinafter set forth, and other good and sufficient consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Each of the above recitals is true and correct to the best of the knowledge, information, and belief of the parties, and they form a material part of this MOU upon which the parties have relied.
2. The COUNTY and the DEPARTMENT confirm, acknowledge and agree that:

- (a) The DEPARTMENT will construct the CR 438 Bridge as a two-lane roadway, with 12 foot width lanes, 8 foot width shoulders, and a 5 foot width sidewalk on the bridge, in substantial compliance with Exhibit "B".
- (b) Upon completion of the CR 438 Bridge, the DEPARTMENT will accept full ownership, operation, and maintenance responsibility, including appurtenances, for the newly constructed CR 438 Bridge over the Florida Turnpike Mainline (SR 91).
- (c) The DEPARTMENT will construct the West Orange Trail Bridge replacement as a 14 foot width multi-use trail crossing using an enclosed steel truss structure with a 12 foot inside vertical clearance, in substantial compliance with Exhibit "B".
- (d) Upon completion of the West Orange Trail Bridge, the DEPARTMENT will provide written notice to the COUNTY acknowledging that the DEPARTMENT has completed all required construction and repair activities. Upon receipt of such written notice from the DEPARTMENT, the COUNTY Manager or designee will provide written notice confirming to the DEPARTMENT that the COUNTY accepts full ownership, operation, and maintenance responsibility, including appurtenances, for the newly constructed West Orange Trail Bridge. The construction warranty for the West Orange Trail Bridge will be per Florida Department of Transportation Specifications.
- (e) The COUNTY shall notify the Florida's Turnpike Enterprise's Permits Office at least 48 hours (two working days) prior to performing any routine or periodic maintenance that may be required on portions of the West Orange Trail Bridge within the DEPARTMENT's right-of-way. The Florida's Turnpike Enterprise's Permits Office will review the work and traffic control plan for compliance with DEPARTMENT Standards and Specifications.
- (f) The COUNTY shall maintain the West Orange Trail Bridge to protect and prevent any hazards from occurring to the public traveling below the West Orange Trail Bridge. It shall be the COUNTY's responsibility to monitor and maintain the structural integrity of the West Orange Trail Bridge. In the event that bridge deficiencies come to the attention of the DEPARTMENT and which, after at least 48 hours (two working days) written notice to the COUNTY, the COUNTY fails to correct, such failure to correct may be deemed grounds for termination of this agreement and may result in DEPARTMENT correcting such deficiencies or the removal of the West Orange Trail Bridge, provided that COUNTY is given a reasonable amount of time to cure the deficiency or deficiencies prior to removal. The COUNTY agrees to reimburse the DEPARTMENT for the cost of removal or repairs to the West Orange Trail Bridge.
- (g) The DEPARTMENT and the COUNTY agree that one public meeting will suffice for the Project.

- (h) The DEPARTMENT agrees to provide the construction plans for the Project for review by the COUNTY at the Phase II, Phase III and Phase IV plan submittals.
3. The parties hereto shall execute all necessary and mutually acceptable agreements to effectuate the complete transfer to the DEPARTMENT of ownership, operation and maintenance of the CR 438 Bridge, including, but not limited to bridge transfer agreements, right-of-way agreements, construction agreements, operations agreements, maintenance agreements, permits, and aerial/airspace agreements.
  4. The parties hereto shall execute all necessary and mutually acceptable agreements to effectuate the complete transfer to the COUNTY of ownership, operation and maintenance of the West Orange Trail Bridge, including, but not limited to bridge transfer agreements, right-of-way agreements, construction agreements, operations agreements, maintenance agreements, permits, and aerial/airspace agreements.
  5. The DEPARTMENT will continue to own, operate, and maintain the following as it relates to the CR 438 Bridge and West Orange Trail Bridge:
    - (a) All grass areas within the DEPARTMENT right-of-way fence lines;
    - (b) The guardrails and other safety features protecting the bridge piers beneath the bridges;
    - (c) All roadway features, pavement striping and safety devices on the Florida Turnpike Mainline (SR 91); and
    - (d) Pier mounted lighting attached to the bridges along the Florida Turnpike Mainline (SR 91).
  6. The DEPARTMENT hereby agrees to provide the following items to the COUNTY in the event of a traffic impact to the West Orange Trail Bridge that is caused by a vehicle traveling on the Florida Turnpike Mainline (SR 91):
    - (a) Promptly notifying the COUNTY of any traffic related incidents involving the West Orange Trail Bridge that the DEPARTMENT is informed of; and
    - (b) To the extent permitted by law, including, but not limited to the DEPARTMENT's sovereign immunity, legal defenses, and Florida's Turnpike Enterprise's bond obligations, DEPARTMENT will otherwise cooperate with the COUNTY in providing information relative to any COUNTY insurance claim for damage to the West Orange Trail Bridge that occurs as a direct result of a traffic incident on the Florida Turnpike Mainline (SR 91).
  7. This MOU constitutes the entire agreement of the parties pertaining to the CR 438 Bridge and West Orange Trail Bridge, and supersedes all prior negotiations and discussions of the parties, whether oral or written. No

waiver, modification, or amendment of the terms of this MOU will be valid unless in writing and signed by each of the parties hereto.

8. This MOU shall be construed and enforced in accordance with the laws of the State of Florida. The parties agree that venue shall lie in Leon County, Florida.
9. This MOU is not intended for the benefit of third-parties.
10. No provision of this MOU shall be construed against or interpreted to the disadvantage of either party by any court or other governmental entity by reason of such party's having or being deemed to have prepared or participated in the preparation of this MOU.
11. This MOU shall be binding upon each of the parties hereto, together with their representatives, successors, and assigns. Neither party shall assign this MOU or the rights and obligations hereunder to any other person or firm without the prior written consent of both parties hereto.
12. All notices or other communications by or between the parties that may due or required shall be sufficient if given by hand delivery, or mailed by first class main, or by registered or certified mail, return receipt requested, or by overnight courier service, return receipt requested to the following addresses:

As to the DEPARTMENT:

Maria Connolly, P.E.  
Turnpike Maintenance Engineer  
Post Office Box 9828  
Fort Lauderdale, Florida 33310

With a copy to:

Office of the Turnpike General Counsel  
Post Office Box 613069  
Ocoee, Florida 34761

As to the COUNTY:

Orange County Mayor  
201 South Rosalind Avenue  
Orlando, FL 32801

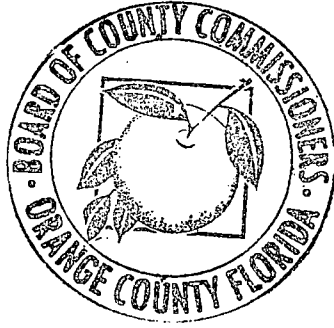
With a copy to:

Orange County Attorney  
201 South Rosalind Avenue  
Orlando, FL 32801

13. This MOU may be executed by any number of counterparts, each of which when executed and delivered, shall constitute and be deemed an original, but all counterparts together shall constitute one and the same instrument.
14. This MOU shall become effective on the date of the last of the parties to execute and deliver this instrument to the other party.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have caused this MOU to be executed and delivered by their respective duly authorized officers on the dates indicated below.



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

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 4.10.18

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

By: *Katell Smith*  
Deputy Clerk



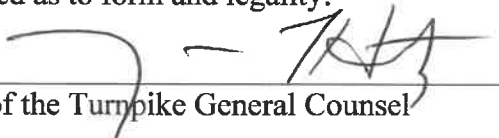
**FLORIDA DEPARTMENT OF TRANSPORTATION  
FLORIDA'S TURNPIKE ENTERPRISE**

BY:   
Paul Wai, P.E.  
Executive Director & Chief Executive Officer

Date Signed: 5/15/18

Attest:   
Executive Secretary

Official Seal

Approved as to form and legality:  
  
Office of the Turnpike General Counsel

**EXHIBIT A**

PROPOSED CR 438 AND WEST ORANGE TRAIL  
BRIDGE MAINTENANCE, OPERATION AND OWNERSHIP LIMITS

**MAINTENANCE/OWNERSHIP  
JURISDICTION MAP EXHIBIT  
TURNPIKE MAINLINE (SR 91)**



**LEGEND OF JURISDICTIONAL AGENCY**

	ROADWAYS TO BE OWNED/MAINTAINED BY FLORIDA'S TURNPIKE ENTERPRISE
	BRIDGE TO BE OWNED/MAINTAINED BY FLORIDA'S TURNPIKE ENTERPRISE
	BRIDGE TO BE OWNED/MAINTAINED BY ORANGE COUNTY
	ROADWAYS TO BE OWNED/MAINTAINED BY ORANGE COUNTY

**SHEET 1 OF 1**

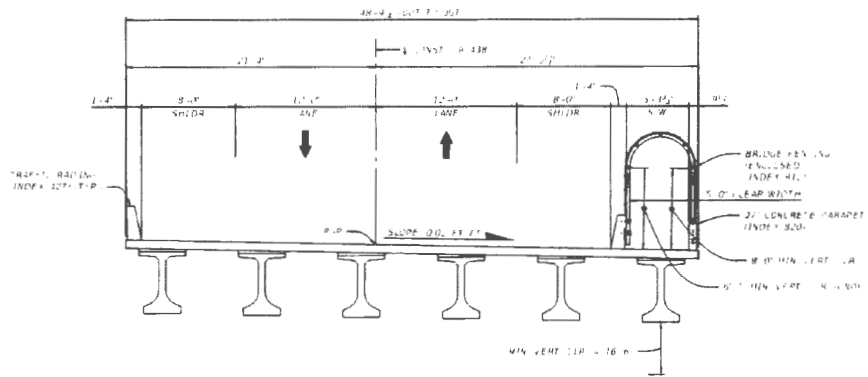
**EXHIBIT B**

**PROPOSED CR 438 AND WEST ORANGE TRAIL  
BRIDGE TYPICAL SECTIONS**

**PROJECT IDENTIFICATION**

FINANCIAL PROJECT ID 435784-I-52-01 / 435785-I-52-01 FEDERAL AID PROJECT NO N/A COUNTY NAME ORANGE / LAKE  
 SECTION NO 75470 / 11470 ROAD DESIGNATION SR 91 LIMITS/MILEPOST MP 273 TO MP 279  
 PROJECT DESCRIPTION WIDEN TURNPIKE MAINLINE (SR 91) FROM SR 50 TO MINNEOLA INTERCHANGE

**PROPOSED STRUCTURE TYPICAL SECTION NO. 20**



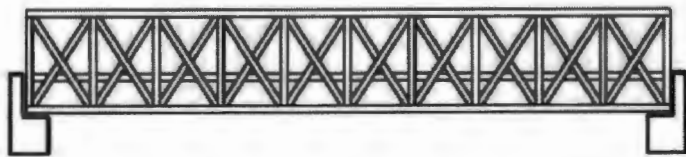
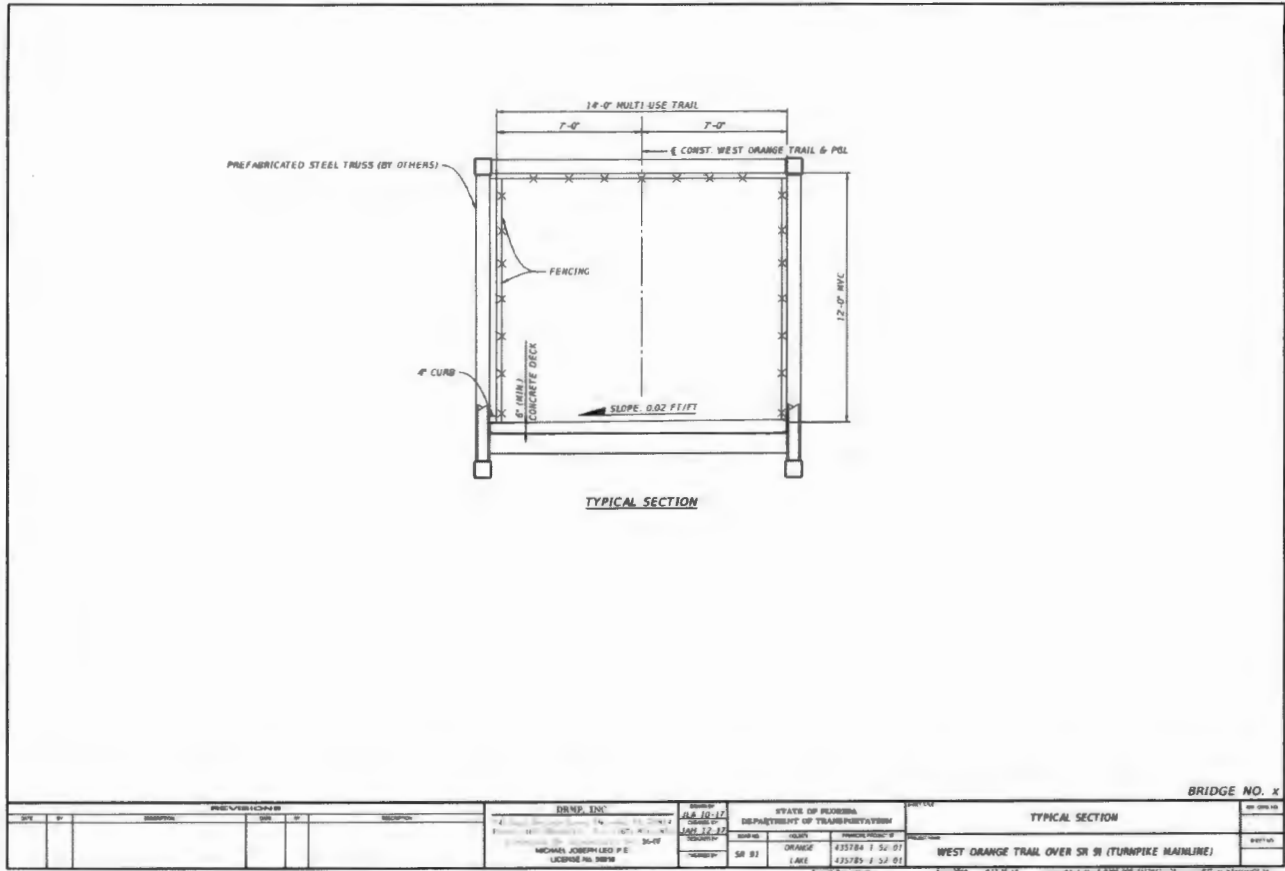
**TRAFFIC DATA**  
 TRAFFIC YEAR: 2055 ADOT = 3,700  
 ESTIMATED TRAFFIC YEAR 2050 = 4,200  
 ESTIMATED TRAFFIC YEAR 2043 = 4,100  
 K = 3.9  
 D = 1.2  
 T = 1.24 = 1.24

**TYPICAL BRIDGE SECTION LOOKING EAST  
 CR 438 (OAKLAND AVENUE) OVER  
 SR 91 (TURNPIKE MAINLINE)  
 STA. 804+69.87 TO STA. 807+43.87  
 DESIGN SPEED = 45 MPH**

8" MIN. VERT. CR. IS PROVIDED BETWEEN 0.21 INSIDE FACE OF CONCRETE PARAPET AND 0.42' INSIDE FACE OF TYPICAL 6" ST. ATTACHED TO BACK OF TRAFFIC RAILING

SHEET NO.
32

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Orange County Preferred Steel Truss Configuration  
for the West Orange Trail Pedestrian Bridge



TYPE 1  
(STRUCTURAL TUBE)

Orange County Preferred Steel Truss Member Shape  
for the West Orange Trail Pedestrian Bridge