

Interoffice Memorandum

March 4, 2019

TO: Mayor Jerry L. Demings

and the County Commissioners

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

CONTACT PERSON: Renzo Nastasi, AICP, Manager

Transportation Planning Division

PHONE NUMBER: (407) 836-8072

SUBJ: Off System Agreement Between State of Florida, Department of

Transportation and Orange County, Florida

Pursuant to the Off System Agreement the Florida Department of Transportation (FDOT) and Orange County agree that FDOT will act on behalf of Orange County to undertake and to complete the design and construction of the impacted sections of a number of "off system" Orange County owned roadways. The design and construction of specific sections of County owned roadways are necessitated as a result of phased improvements to Interstate 4. The specific affected County roadway sections are detailed in the Scope of Services. The FDOT will be responsible for costs associated with the design and construction of the improvements/modifications to the impacted Orange County roadways.

The County Attorney's Office, Risk Management Division, Public Works Engineering Division, and Transportation Planning Division have reviewed both the Resolution and the LAP Agreement and find them acceptable.

Action Requested: Approval and execution of 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"). Districts 1 and 6.

RN/am

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 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 #242484-7-52-01and 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 FDOTshall 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	ORANGE COUNTY, FLORIDA
DEPARTMENT OF TRANSPORTATION DocuSigned by:	By: Board of County Commissioners
BBD TECH C. Bobo, P.E.	By: Jerry L. Demings, Orange County Mayor
Title: Director of Transportation Development Date: 5/3/2019 6:08 PM EDT	Date: APR 2 3 2019
Date: 37 37 2013 0.00 FM 251	Date:
Daniel McDermott	ATTEST: Phil Diamond, CPA, County
FDOT Legal Review	Comptroller as Clerk of the Board Of County Commissioners By: 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-l 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

Big Sand Lake Drainage System -

- O 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.
- o The cost to construct the New Drainage System is estimated to be \$268,000.
- O 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

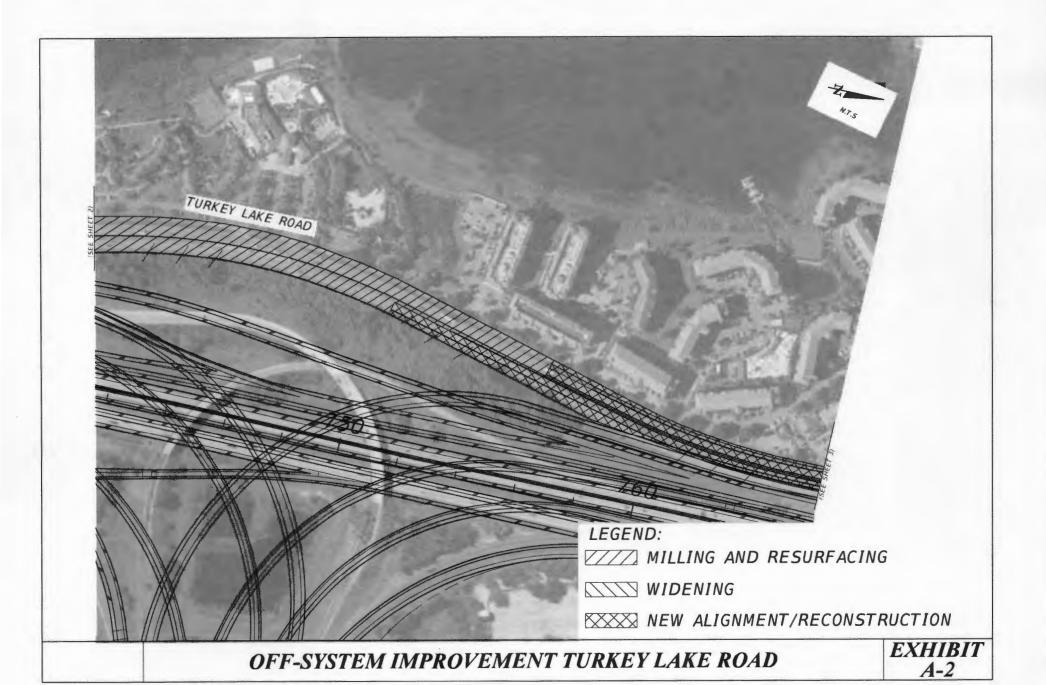
the "jug-handle." The jurisdictional responsibility of portions of CR 535 and CR 435 will be transferred upon completion of the Project. Exhibit A-10.

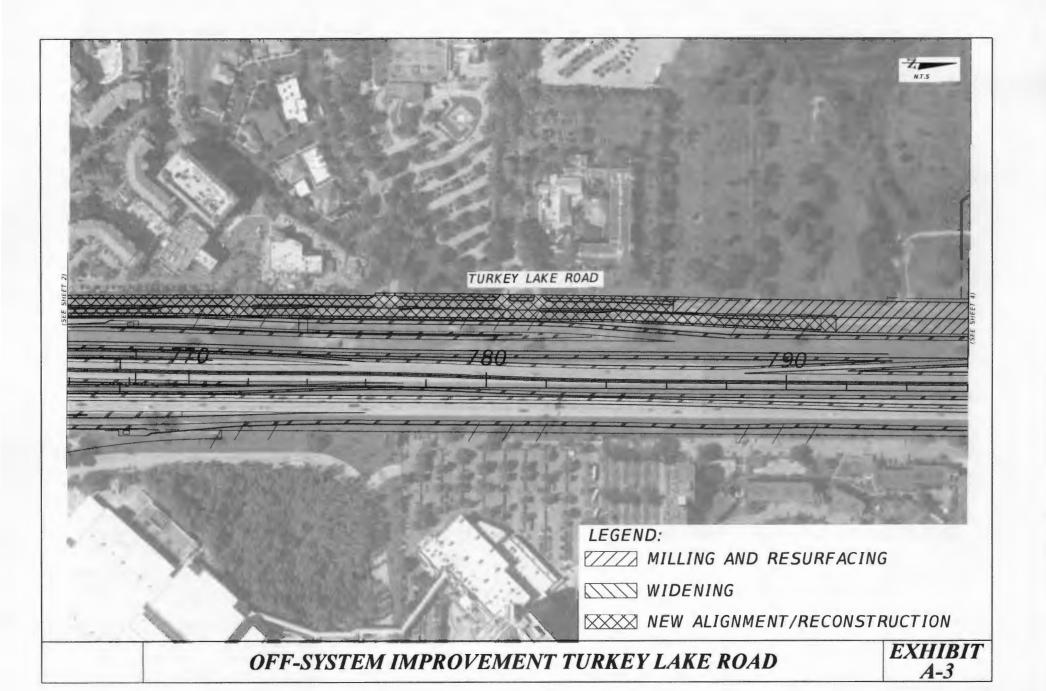
- Palm Parkway from CR 535 to a point approximately 1750 feet east Palm Parkway will be reconstructed to two, 12 foot lanes in each direction with dual right turn lanes at CR 535 and an eastbound U-Turn along Palm Parkway. Improvements include sidewalks, curb and gutter, closed drainage system, and a 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.

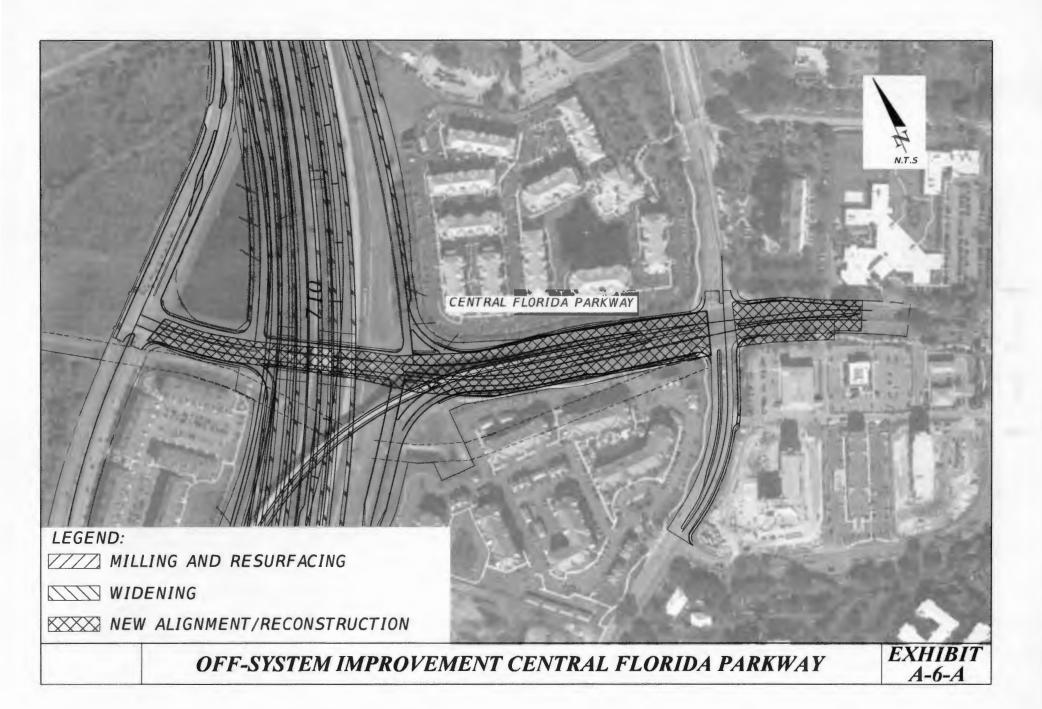


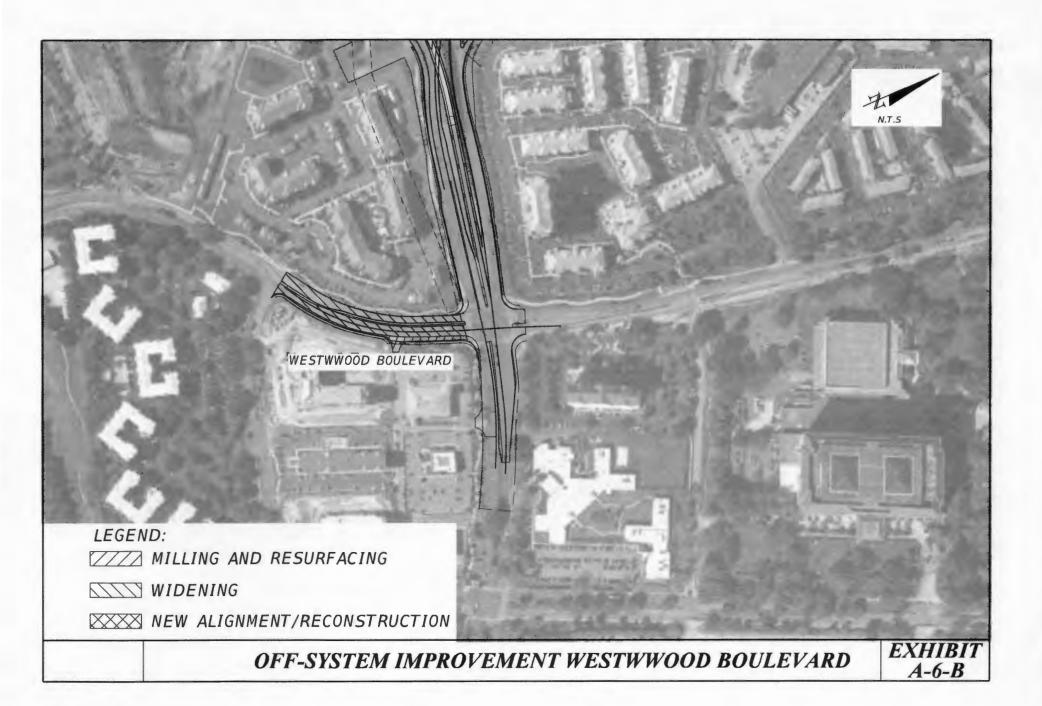


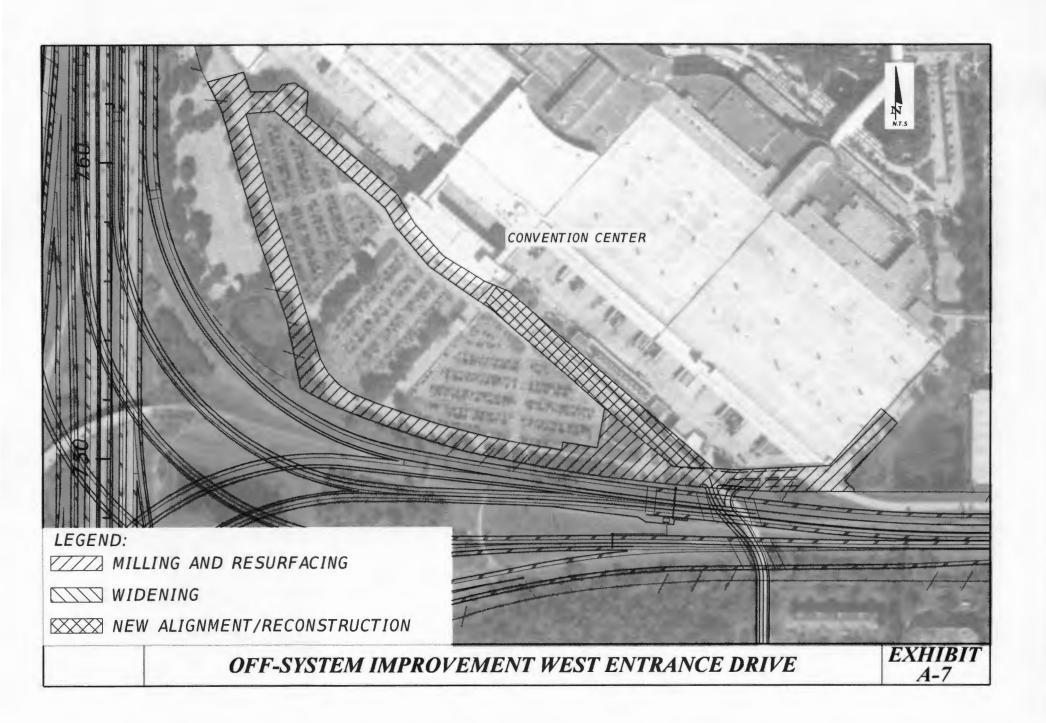




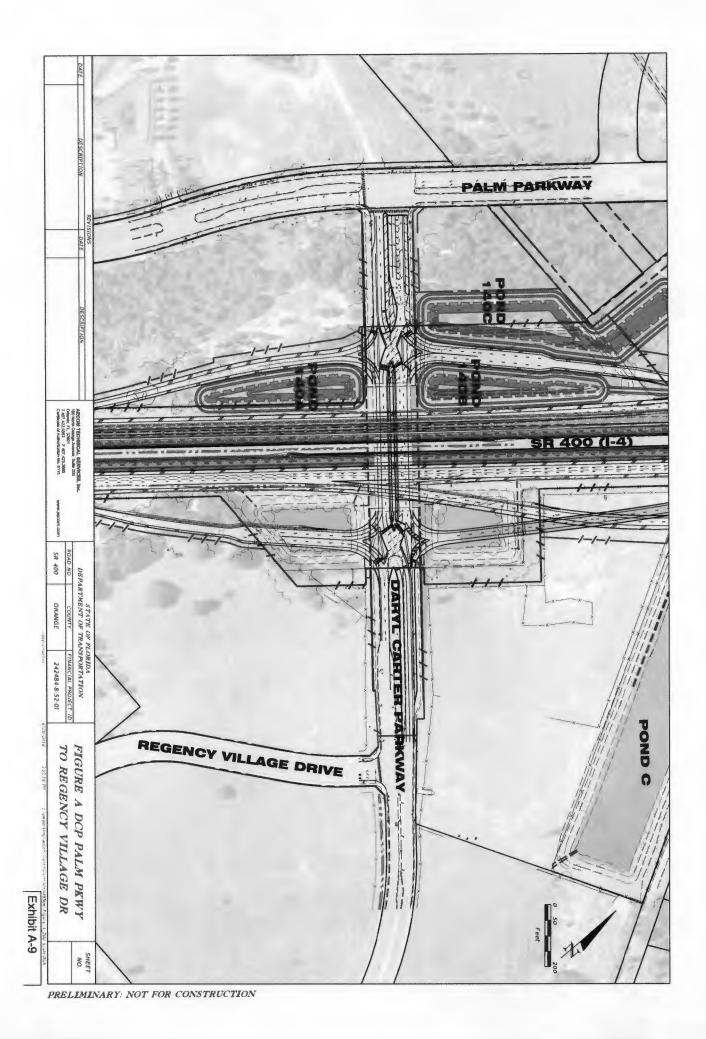




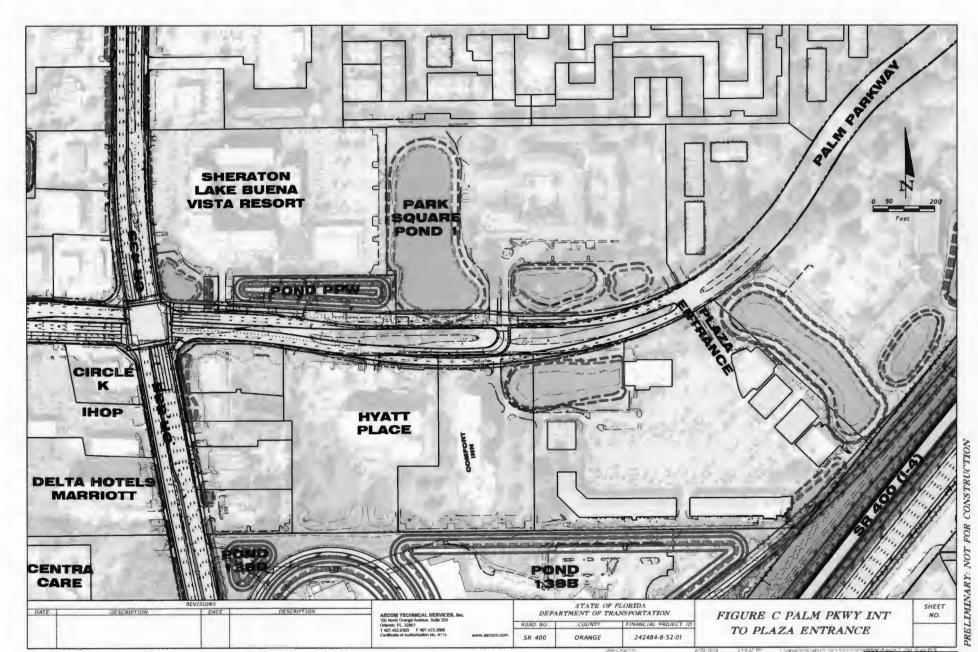


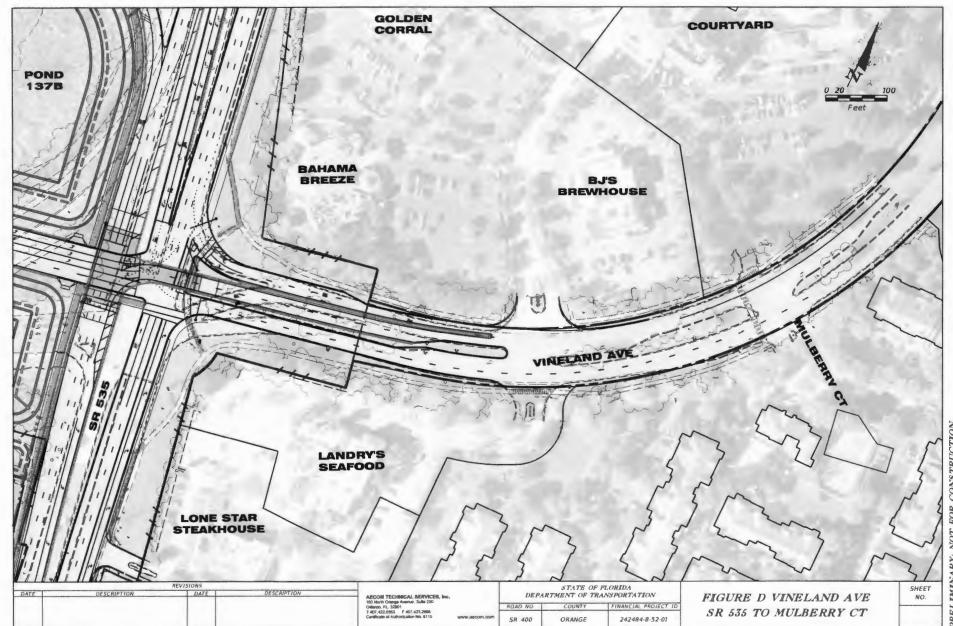






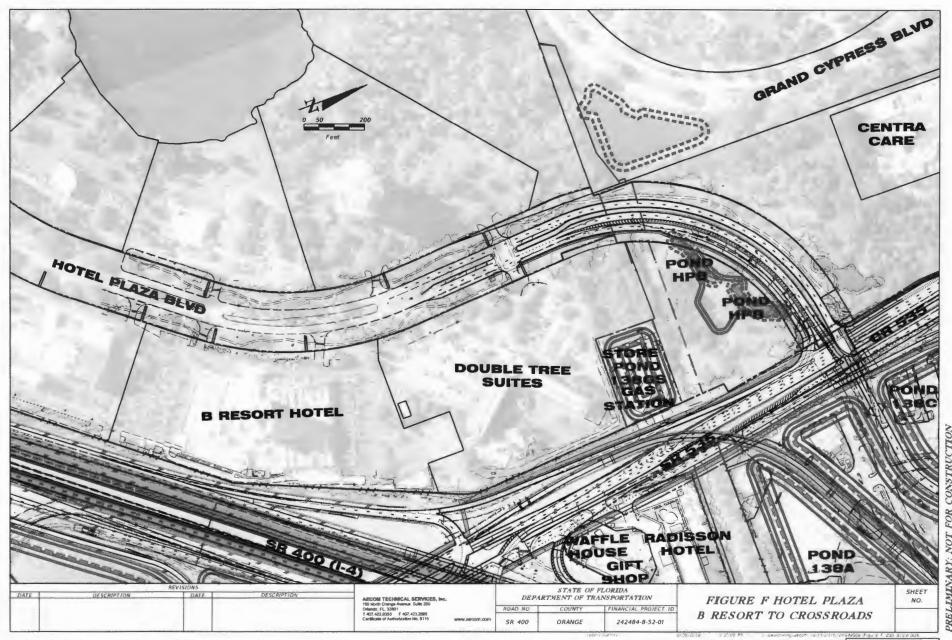




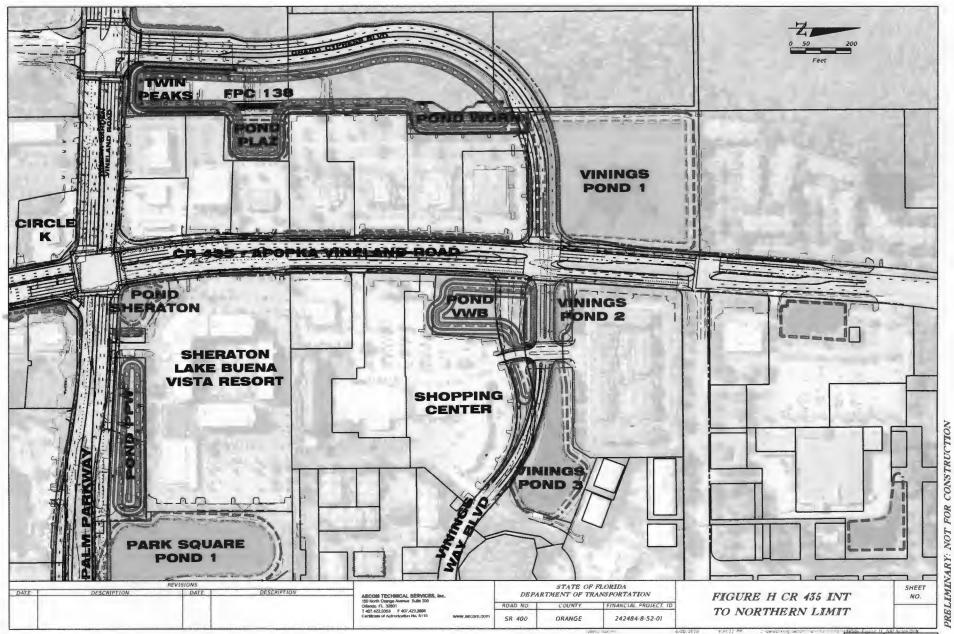




PRELIMINARY: NOT FOR CONSTRUCTION

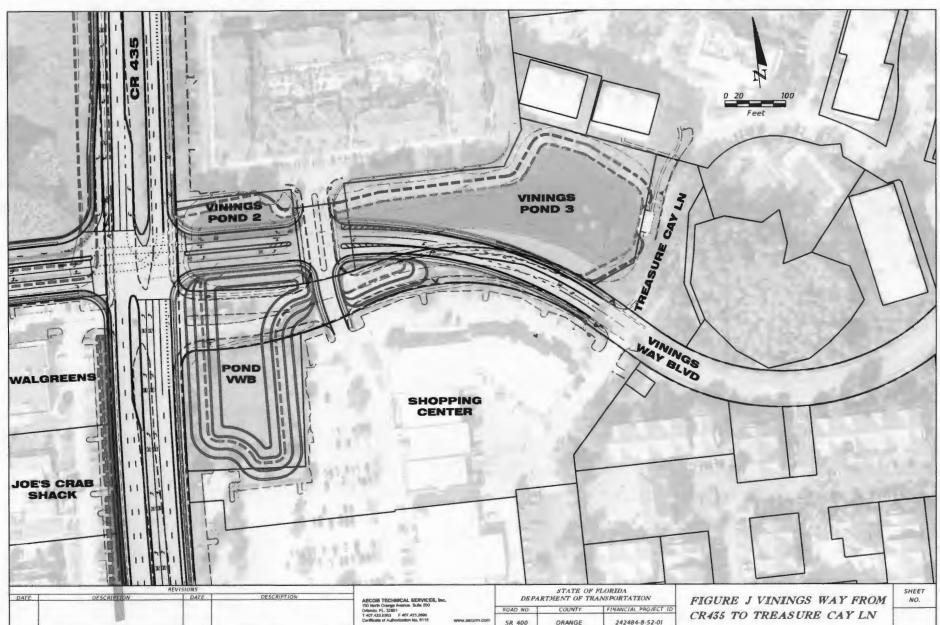








PRELIMINARY: NOT FOR CONSTRUCTION



5R 400

ORANGE

242484-8-52-01

PRELIMINARY: NOT FOR CONSTRUCTION

Exhibit A-18

CR435 TO TREASURE CAY LN



OFF-SYSTEM IMPROVEMENT BIG SAND LAKE PROPOSED OUTFALL



OFF-SYSTEM IMPROVEMENT BIG SAND LAKE PROPOSED OUTFALL