

EXHIBIT A

FPN 446445-1-52-01

OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT

Between

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")**

and

**SEMINOLE COUNTY, FLORIDA,
("LOCAL GOVERNMENT")**

WHEREAS, this Off-System Construction and Maintenance Agreement ("Agreement") is entered into on _____ by and between the State of Florida, Department of Transportation, an Executive Agency of the State of Florida, herein "DEPARTMENT" and Seminole County, herein "LOCAL GOVERNMENT" or "COUNTY", collectively referred to herein as "Parties"; and

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

WHEREAS, included in the DEPARTMENT Work Program is Financial Project Number (FPN) 446445-1-52-01, a project to construct a truck parking facility near the intersection of School Street and Monroe Boulevard located in Seminole County, Florida (the "Project"); and

WHEREAS, it is the intention of the DEPARTMENT and the LOCAL GOVERNMENT to transfer both ownership and jurisdiction of the entire portion of School Street between Monroe Road and its terminus at Elder Road from LOCAL GOVERNMENT to the DEPARTMENT; and

WHEREAS, the Project's schedule is such that the Project may proceed before the School Street transfer is effectuated, thus, there will be a direct impact on roadways that are presently under the jurisdiction of the LOCAL GOVERNMENT and the DEPARTMENT will need to enter onto and construct certain improvements to the LOCAL GOVERNMENT's roadways; and

WHEREAS, the Parties agree that the Project will create a mutually beneficial improvement to the state and county roadway systems; and

WHEREAS, the Parties agree that it is the best interest of the State of Florida and the LOCAL GOVERNMENT for the DEPARTMENT to undertake and complete the design, acquisition of any real property interests necessary for the Project, through negotiated acquisition or, if necessary, through the use of the power of eminent domain, to complete the Project's construction, construction inspection, utility accommodation, and securing of permits as authorized by §336.467, Florida Statutes; and

WHEREAS, the Federal Highway Administration has reviewed and approved the work described herein and has authorized the expenditure of Federal Highway funding for the Project.

NOW THEREFORE,

- 1) The recitals set forth above are hereby incorporated herein as if restated and set forth herein.

- 2) The Parties agree that the DEPARTMENT shall undertake and complete project number FPN 446445-1-52-01, generally described as, a project to construct a truck parking facility and associated improvements near the intersection of School Street and Monroe Boulevard located in Seminole County, Florida. The Project shall include the tasks described in Exhibit "A" Scope of Services, attached hereto, and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENT shall fully cooperate with and shall support the DEPARTMENT's work efforts in these regards. The LOCAL GOVERNMENT hereby grants to the DEPARTMENT, its contractors, representatives, employees, and agents the right to enter onto LOCAL GOVERNMENT right of way to accomplish the tasks required by the Project. This right of entry shall continue in full force and effect throughout the period that the Project is ongoing. The DEPARTMENT, in coordination with the LOCAL GOVERNMENT according to the Project Schedule, shall have final decision-making authority with respect to the design of the Project, the design review process, the acquisition of property necessary for the Project and for construction of the Project.
- 3) The LOCAL GOVERNMENT by virtue of the formal resolution, attached hereto as Exhibit "B", approving this Agreement, consents to and authorizes the DEPARTMENT to act on behalf of, for the benefit of, and in the name of the LOCAL GOVERNMENT, to further do all acts necessary for the Project, including the construction of improvements that may benefit the LOCAL GOVERNMENT, providing Construction Engineering Inspection (CEI) Services, and securing all environmental and regulatory permits.
- 4) To the extent necessary, the LOCAL GOVERNMENT hereby appoints the DEPARTMENT as its agent for purposes of construction, reconstruction, and relocation of utilities under section 337.403(1), Florida Statutes. The LOCAL GOVERNMENT agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the School Street right of way. The Parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction, and post-construction phase to identify, plan and to relocate utilities.
- 5) The LOCAL GOVERNMENT owns certain utility facilities which are located within the limits of the Project that are in need of relocation, adjustment, installation, and/or being placed out of service. Additionally, the Project necessitates the establishment of a service connection with LOCAL GOVERNMENT facilities for water and sewer. In coordination with LOCAL GOVERNMENT, the DEPARTMENT developed plans to effectuate this work as depicted therein. The plans, attached hereto as Exhibit "A-1," have been previously reviewed and approved by the LOCAL GOVERNMENT. Any major changes or revisions related to the LOCAL GOVERNMENT's utility facilities work must be compliant with the current Seminole County Utility Engineering Manual and reviewed and approved by the LOCAL GOVERNMENT prior to the DEPARTMENT commencing such work. The LOCAL GOVERNMENT shall perform all engineering inspections and monitoring of the utility facilities work to ensure it is performed in accordance with the plans and the Seminole County Utility Engineering Manual. Additionally, the DEPARTMENT agrees to

include in its specifications for the Project a one (1) year warranty from the DEPARTMENT's contractor on the utility work for Seminole County, to commence upon final acceptance of the work. Should any deficiencies or sub-standard work be discovered prior to final acceptance, the DEPARTMENT agrees to make any corrections, repairs or replacements necessary to bring the utility facilities into compliance with the Seminole County Utility Engineering Manual and any other applicable codes. The forgoing will remain in effect from the effective date of this Agreement until the utility facilities work is complete, deemed acceptable by the LOCAL GOVERNMENT, and ownership is transferred to the LOCAL GOVERNMENT. The DEPARTMENT shall have sole responsibility for the costs and construction associated with the work on LOCAL GOVERNMENT utilities. The Parties acknowledge and agree that the DEPARTMENT will be utilizing federal highway interstate funds and as such, the cost of utility relocation will be considered a part of the cost of the Project to be paid by the DEPARTMENT. Future relocation of LOCAL GOVERNMENT utilities within the School Street right of way, not associated with the Project, and any costs associated therewith, will be handled within the Jurisdictional Transfer Agreement.

- 6) The DEPARTMENT and LOCAL GOVERNMENT further agree that they will work together to effectuate both the property transfer and the jurisdictional transfer of School Street from LOCAL GOVERNMENT to DEPARTMENT. Should construction of the Project commence prior to the transfers taking place, the LOCAL GOVERNMENT agrees to waive any and all permit requirements for the Project that may be necessitated by the LOCAL GOVERNMENT's ownership of School Street. However, in lieu of issuing permits, DEPARTMENT will provide LOCAL GOVERNMENT with any and all Project plans, including design and construction, such as those Construction Plans in attached Exhibit "A-1", and any major changes or revisions thereto, for LOCAL GOVERNMENT review. The responsibility for DEPARTMENT to provide Project plans and changes to LOCAL GOVERNMENT for review ceases once the jurisdictional transfer of School Street is complete. However, the DEPARTMENT and LOCAL GOVERNMENT shall continue to cooperate and coordinate on the Project until completion, as set forth in paragraph 9 herein.
- 7) The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will be utilizing federal funds on the Project and as a result thereof, the LOCAL GOVERNMENT agrees to maintain those portions of the Project that are located outside of DEPARTMENT right of way in perpetuity. Nothing herein shall be construed to impose maintenance responsibility on the LOCAL GOVERNMENT of other DEPARTMENT owned property. The LOCAL GOVERNMENT further recognizes and acknowledges that the DEPARTMENT will be utilizing federal funds on the Project, which requires the completion of the National Environmental Policy Act (hereafter "NEPA") process and, as such, the DEPARTMENT reserves the right to adjust the plans and or design of the Project to meet applicable permit requirements. The LOCAL GOVERNMENT agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

- 8) The Parties acknowledge and agree that, after the jurisdictional transfer is complete, the right of way and the improvements and structures located inside DEPARTMENT right of way or on other DEPARTMENT owned property will remain the right of way and the property of the DEPARTMENT, with the exception of LOCAL GOVERNMENT utility facilities within the right of way which will remain the property of the LOCAL GOVERNMENT, and that the right of way and the improvements and structures located inside LOCAL GOVERNMENT right of way or on other LOCAL GOVERNMENT owned property will remain the right of way and the property of the LOCAL GOVERNMENT.
- 9) The DEPARTMENT and the LOCAL GOVERNMENT shall cooperate with each other and keep each other well informed of the work efforts and progress hereunder. The DEPARTMENT shall have the sole authority to make all decisions relating to, and including the need for, change orders and supplemental agreements associated with construction of the Project.
- 10) All payment and performance bonds shall be issued in favor of the DEPARTMENT.
- 11) The DEPARTMENT shall require its contractor to provide insurance as required by the DEPARTMENT construction contract specifications and to include the LOCAL GOVERNMENT as an additional insured on the policy until School Street is transferred to the DEPARTMENT.
- 12) Upon completion of the Project, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL GOVERNMENT. Should the jurisdictional transfer of School Street not be completed by the time the Project is complete, the DEPARTMENT agrees to continue to maintain School Street through the completion of the jurisdictional transfer process.
- 13) 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 DEPARTMENT and the utility improvements to the LOCAL GOVERNMENT's system have been turned over to the LOCAL GOVERNMENT by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT 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.
- 14) Pursuant to section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement except for the obligation of the LOCAL GOVERNMENT to maintain the Project and this Agreement shall be perpetual as to that obligation.

- 15) 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.
- 16) It is understood that the DEPARTMENT's participation in said Project is subject to:
 - a) Legislative approval of the DEPARTMENT's appropriation request in the work program year that the Project is scheduled.
 - b) Availability of funds based on the following limitations:
 - i. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. If the DEPARTMENT'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 of a period of more than one year, the provisions of section 339.135(6)(a), Florida Statutes, 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 executed 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 term for a period of more than one (1) year."
- 17) 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.
- 18) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 - a) All persons employed by the LOCAL GOVERNMENT during the term of the Agreement to perform employment duties within Florida; and
 - b) All persons, including, subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the Agreement with the DEPARTMENT.

- 19) 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.
- 20) 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.
- 21) 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 Seminole County:

John Slot
Public Works Director
Seminole County Government
1101 East First Street
Sanford, Florida 32771-1468

To the Department:

James S. Stroz, Jr., P.E.
Director of Transportation Development
c/o Megan Owens
State of Florida, Department of Transportation
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834

- 22) The following persons to receive notice hereunder shall have the authority to act on behalf of and to bind the LOCAL GOVERNMENT and the DEPARTMENT, respectively, as to all determinations required to be made under the terms of this Agreement.

To Seminole County:

John Slot
Public Works Director
Seminole County Government
1101 East First Street
Sanford, Florida 32771-1468

To the Department:
James S. Stroz, Jr., P.E.
Director of Transportation Development
c/o Megan Owens
State of Florida, Department of Transportation
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834

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

SEMINOLF COUNTY, FLORIDA

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title:

Date: _____

Attest: _____

By:

Title:

Approved as to form and legality:

Department Legal Review:

By: Local Government Attorney

Exhibit “A”

Scope of Services

The intent of this Project is to construct a truck parking facility located at School Street and Monroe Boulevard in Seminole County, FL. The site will be accessed through its sole point of entry on School Street. This Project will construct a new building and asphalt parking area for WB62FL/WB-67D vehicles with restrooms, vending areas, CCTV system, dumpster storage enclosures, pet walk area, and windshield wash station. The entire site perimeter will be fenced, and a sidewalk will be constructed within the fence along the perimeter of the site along Monroe Boulevard and School Street. The site will be fully landscaped as committed to during the PD&E study. Additions to and/or modifications of these systems will occur: drainage, utilities, lighting, signage and ITS. Infrastructure for future Electric Vehicles (EV) and Shore Power technology will be installed.

Trucks will be routed to the truck parking site via the SR 46 interchange. A Truck Parking Monitoring System will be installed within the site, and there will be two (2) advanced notification digital signs placed on I-4 (one on EB, one on WB) alerting truck drivers to the amount of available truck spaces within the site.

Additionally, FDOT will make improvements to School Street from the Monroe Boulevard intersection to Elder Road. Upon completion of this Project, ownership of School Street west of Elder Road to Monroe Boulevard will be transferred from Seminole County to the FDOT via jurisdictional transfer. Maintenance of the School Street roadway pavement within these limits will occur based on the FDOT resurfacing maintenance program schedule. The intersection of School Street and Monroe Boulevard will remain asphalt, with future improvements at this intersection included in the scope of the I-4 Beyond the Ultimate (BTU) project. On School Street past the intersection with Monroe Boulevard, the roadway will transition to a concrete typical section that will continue to the entrance for the truck parking facility. School Street will be an asphalt pavement section from the entrance to the truck parking facility to the intersection with Elder Road (end project limit). Further, FDOT will do minor work associated with Orange Boulevard to effectuate the closure of the driveway onto Orange Avenue from FDOT's property.

The DEPARTMENT'S plans for the above-described Project are identified as plans prepared by Bentley Group, Inc. dated November 17, 2025, for Financial Project Number 446445-1-52-01. A copy of the coversheet of the Roadway Plans is attached hereto as Exhibit “A-1”. The Project shall be constructed in conformance with the final plans, as developed and completed.

Exhibit “A-1”
Roadway Plans Cover Sheet

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
INTELLIGENT TRANSPORTATIONS SYSTEMS PLANS
LIGHTING PLANS
ARCHITECTURAL PLANS

INDEX OF ROADWAY PLANS

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14 - 15	PROJECT CONTROL
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17 - 20	ROADWAY PLAN
21	ROADWAY PLAN-PROFILE
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28	ROADWAY SOIL SURVEY
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61	SELECTIVE CLEARING AND GRUBBING PLAN
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GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2025-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <https://www.fdot.gov/design/standardplans/sprbc.shtm>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2025-26 Standard Specifications for Road and Bridge Construction at the following website: <https://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm>

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROADWAY PLANS

FINANCIAL PROJECT ID 446445-1-52-01
FEDERAL FUNDS

SEMINOLE COUNTY (77160)
STATE ROAD NO. 400 (I-4)
STATE ROAD NO. 600 (US 17/92)
SR 400/I-4 CENTRAL CORRIDOR TRUCK PARKING FACILITY

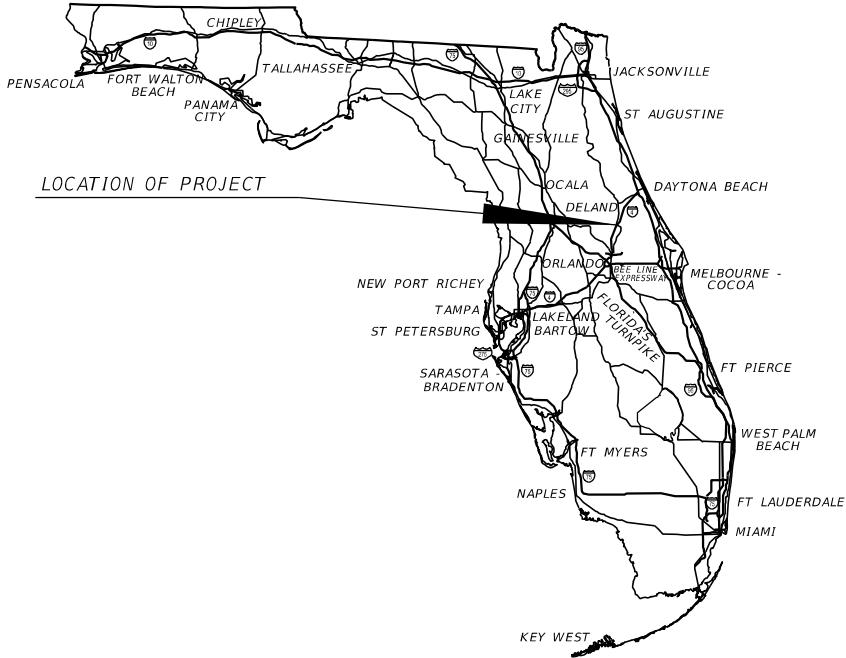
PROJECT LOCATION URL: <https://tinyurl.com/2s4k755x>

PROJECT LIMITS: SR400 BEGIN MP 13.83 - END MP 13.856
SR600 BEGIN MP 7.544 - END MP 7.686

EXCEPTIONS: NONE

BRIDGE LIMITS: NONE

RAILROAD CROSSING: NONE



ROADWAY PLANS
ENGINEER OF RECORD:

MOLLY A. DEVIVERO, P.E.
P.E. LICENSE NUMBER 64860
BENTLEY GROUP, INC.
651 WEST WARREN AVENUE, SUITE 200
LONGWOOD, FLORIDA 32750
CONTRACT NO.: CAJ20
VENDOR NO.: 59-3045321

FDOT PROJECT MANAGER:

MEGAN OWENS

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
TBD	26	1

Exhibit “B”
Local Government Resolution