

## **MEMORANDUM OF UNDERSTANDING**

**WHEREAS, Skanska-Granite-Lane, A Joint Venture (“SGL”), I4 MP Mobility Partners OPOC LLC (“I4MP”), the Florida Department of Transportation (“FDOT”), and the City of Orlando (the “City”), collectively the “Parties,” have come together to agree upon the design and construction of new City stormwater facilities in the FDOT right-of-way (“ROW”);**

**WHEREAS, SGL has entered into a design-build agreement with I4MP under a prime contract agreement by and between I4MP and FDOT for the I-4 Ultimate Project (the “Project”), both of which are dated September 4, 2014;**

**WHEREAS, in connection with the Project, SGL and the City have previously entered an agreement, the Utility Work Agreement, dated March 30, 2015, which establishes the terms and conditions of utility adjustment work within the FDOT ROW and limits of the Project;**

**WHEREAS, the Parties’ objective is to slip-line an existing 84” City storm pipe with a new, structurally independent 72” storm pipe (the “Work”) at Marks Street to Garland;**

**WHEREAS, originally by the terms of the Concession Agreement, SGL was to remove and replace the 84” pipe, as described in the Project Plans, Area 3 Package 1;**

**WHEREAS, the Parties agree that the City will address the impacts of the reduced pipe diameter separately from this project, in a future capital improvement City project;**

**WHEREAS, the Parties herein desire to enter into this Memorandum of Understanding (“MOU”) setting forth a collaborative agreement which provides SGL authorization to concurrently proceed with the design, the shop drawings, and the procurement associated with the Work.**

**NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:**

- 1) The above paragraphs are incorporated herein and made part of this agreement.
- 2) FDOT takes no exception to SGL proceeding with the Work.
- 3) The Work will proceed on or about February 19, 2018.
- 4) SGL shall update the RFC plans to reflect the slip-line of an existing 84” City storm pipe with a new, structurally independent 72” storm pipe.
- 5) On or about December 8, 2017, SGL agreed to compensate the City in the amount of \$400,000 for the alteration of scope of work plan, “Change,” under the Utility Work Agreement.
- 6) The City is consenting to the Change by accepting the \$400,000 and any drainage impacts resulting directly from the Change, now or in the future.
- 7) SGL will make payment to the City, by check or wire transfer, prior to initiating the Work.
- 7) The Change and SGL’s payment of \$400,000 to the City will have no impact on calculations made under the Utility Work Agreement relating to Utility Enhancements, as that phrase is defined therein.
- 8) The Parties shall cooperate and coordinate in order to harmonize and expedite the aforementioned processes.
- 9) The effective date of this MOU is November 21, 2017.

**We, the undersigned, have read and agree with the terms of this MOU:**

By \_\_\_\_\_

J. K. (Brook) Brookshire, Project Director  
Printed Name/Title, Authorized Signatory  
**Skanska-Granite-Lane, A Joint Venture**

Date \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title, Authorized Signatory  
**I4 MP Mobility Partners OPOC LLC**

Date \_\_\_\_\_

**City of Orlando**

By \_\_\_\_\_  
Mayor / Mayor Pro Tem

Date \_\_\_\_\_