



Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

Date July 11, 2016

BCC Mtg. Date: Aug. 02, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

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

CONTACT PERSON: **Julie R. Naditz, P.E., Manager**
Highway Construction Division

PHONE NUMBER: (407) 836-7949

SUBJ: **License Agreement For Office Trailers at 8694, 8696, 8698 Monument Parkway by and between The Lane Construction Corporation and Orange County, Florida for the Innovation Way/Beachline Interchange**

The Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement, between Orange County, Suburban Land Reserve, Inc., and Central Florida Expressway Authority (CFX), was approved by the BCC on June 10, 2014. In accordance with this Road Agreement, the CFX entered into a contract with Lane Construction to construct the Innovation Way/Beachline Interchange and Innovation Way Extension. Lane would like to use County property adjacent to the project site for temporary construction trailers in connection with Lane's completion of the project. This License Agreement allows Lane to enter and use the County's property for this purpose and shall expire once the project is complete.

The Orange County Risk Management and County Attorney's Office have reviewed and approved this License Agreement.

Action Requested: **Approval and execution of License Agreement For Office Trailers at 8694, 8696, 8698 Monument Parkway by and between The Lane Construction Corporation and Orange County, Florida. District 4.**

MVM/JRN/jo

Attachment

**LICENSE AGREEMENT
For Office Trailers at
8694, 8696, 8698 Monument Parkway**

THIS LICENSE AGREEMENT is made as of the last date of execution herein below (the “**Effective Date**”), by and between **THE LANE CONSTRUCTION CORPORATION**, a Florida corporation, (hereinafter “**Lane**”), having an address at 2601 Maitland Center Parkway, Maitland, Florida 32751 and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (hereinafter the “**County**”), having an address at c/o Orange County Administrator, P.O Box 1393, Orlando, Florida 32802.

RECITALS

WHEREAS, Lane was awarded a Unit Price Construction Contract/Design Build, Contract No. 528-313 with the Central Florida Expressway Authority (the “**Contract**”) for the construction of SR 528/Innovation Way Interchange and Innovation Way Extension (the “**Project**”) in accordance with the Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement approved by the Board of County Commissioners dated June 10, 2014 a memorandum of which was recorded at O.R. Book 10758, Page 8144, Public Records of Orange County, Florida, as amended by that certain First Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement recorded at O.R. Book 10996, Page 3948, Public Records of Orange County, Florida, and that certain Second Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement recorded as Doc# # 20160337931, Public Records of Orange County Florida (collectively, the “**Road Agreement**”); and

WHEREAS, the County owns property near the Project located at 8694, 8696, 8698 Monument Parkway, more particularly described in **Exhibit “A”** attached hereto and

incorporated herein by this reference, which is presently vacant (the "County Property"); and

WHEREAS, Lane desires to use the County Property for temporary construction trailers in connection with Lane's completion of the Project; and

WHEREAS, both parties desire to work together for their mutual benefit, as contemplated in the Road Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. ***Creation of License.*** The County grants to Lane the right to enter upon and use the County Property. Lane's use of the County Property shall be for the limited purpose of placing temporary office trailers and other related activities in support of the construction of the Project, subject to the terms and conditions herein. Storage of construction-related equipment, such as a loader, excavator, grader, water truck and other similar types of equipment, shall not exceed six such pieces of equipment at any given time. No storage other than those specified herein shall be permitted on the County Property. Lane shall ensure that its employees, agents, contractors, subcontractors, vendors and suppliers comply with all the terms and provisions of this Agreement. Use of the County Property for any other purpose by Lane shall be cause for termination of this License Agreement by the County pursuant to Paragraph 8, herein. This Agreement does not create an ownership or possessory interest in Lane.

2. ***Term.*** This Agreement shall take effect only upon execution of this document by both parties. Unless terminated earlier pursuant to the provisions contained herein, this Agreement shall terminate on April 30, 2018. This Agreement may be extended upon the written request by Lane to the County Administrator with copies to the Real Estate Management

Division and the Public Works Department and written approval by the County Administrator no less than thirty (30) days prior to the initial termination date.

3. **Site Preparation and Maintenance.** Lane shall bear all costs of site preparation necessary for its use of the County Property. All such site preparation shall conform in all respects to all applicable statutes, ordinances, codes, and governmental rules and regulations including, but not limited to, environmental regulations. Lane shall be fully and solely responsible for maintaining the County Property during the term hereof, in clean and safe condition (e.g. no trash and debris on premises, grass mowed).

4. **Access.** To the extent the area furnished by the County so abuts, Lane shall access the County Property only by way of the public road access.

5. **Safety and Security Precautions.** During the term of this Agreement,

a. Lane shall take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all activities relating to the safety and security of all persons and property affected by or involved in the Lane's use of the County Property under this Agreement.

b. Lane shall take all reasonable precautions for the safety and security of, and will provide all reasonable protection to prevent damage, injury or loss to:

1) all persons who may be affected by Lane's use of the County Property, including Lane's employees;

2) all materials and equipment located on the County Property; and

3) the County Property.

c. Lane shall comply with all applicable safety and security laws, ordinances,

rules, regulations, standards and lawful orders of any public authority bearing on the safety and security of persons or property or their protection, damage, injury or loss affected by Lane's use of the County Property under this Agreement.

d. Lane shall act with reasonable care and discretion to prevent any threatened damage, injury or loss in any emergency affecting the safety and security of persons or property affected by Lane's use of the County Property under this Agreement.

6. ***Insurance.*** Lane shall procure and maintain for the duration of this Agreement, insurance of the types and limits specified below and in the Contract. Insurance carriers furnishing these coverages must be authorized to do business in the State of Florida, and **must possess a minimum, current rating of B+ Class VIII in the most recent edition of "Best's Key Rating Guide"**.

a. Workers' Compensation - covering its employees with statutory workers' compensation limits, and no less than \$500,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.

b. Commercial General Liability - covering all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits shall be not less than \$1,000,000, per occurrence, . The General Aggregate limit shall either apply separately to the Contract or shall be at least twice the required occurrence limit. The County shall be specifically named as an additional insured.

c. Business Automobile Liability - covering all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per occurrence, Combined Single Limits (CSL) or its equivalent.

d. Pollution Legal Liability – Pollution Legal Liability with a limit of not less than one million dollars (\$1,000,000) per occurrence on a per-project basis.

e. “All-risk” property insurance, including equipment, for the full replacement value of such property.

Prior to entering upon the County Property, and during the duration of the Agreement, Lane shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include thirty (30) days prior written notice of cancellation or reduction in coverage, except ten (10) days prior written notice is allowed for cancellation due to non-payment of premium. The certificates shall be accompanied by the additional insured and waiver of subrogation endorsements for each policy that applies.

Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Lane’s obligation to maintain such insurance.

Failure of Lane to maintain adequate insurance coverage for itself or for any other persons or entities for whom it is responsible, shall not relieve Lane of any contractual responsibility or obligation.

It shall be the responsibility of Lane to ensure that all its subcontractors maintain adequate insurance until the completion of the work under the Contract. Lane shall obtain certificates evidencing such insurance from its subcontractors, and shall promptly furnish copies of certificates of insurance evidencing coverage for each subcontractor when requested by the County. Failure of Lane to maintain adequate insurance coverage for itself or for any other persons or entities for whom it is responsible, or to ensure that its subcontractors maintain adequate coverage, shall not

relieve Lane of any contractual responsibility or obligation or liability.

7. **Indemnification.** Lane shall indemnify, defend, and hold harmless the County from and against any and all liabilities, claims, losses, costs, damages, fees, fines, suits or expenses of any kind and nature (including without limitation, attorneys' fees), for injury or death to persons or damage to property or property rights arising out of Lane's use of the County Property, or the use of the County Property by Lane's employees, agents, contractors, subcontractors, vendors and suppliers.

Lane assumes all risk of damage to property owned by Lane, its employees, agents, contractors, subcontractors, vendors and suppliers that may occur while on or about the County Property for any reason whatsoever.

The indemnification provisions contained herein shall survive the termination of this Agreement.

8. **Breach of Agreement.** The failure of Lane to comply with any covenant or condition of this Agreement shall constitute a breach of this Agreement. If Lane is in material breach of this Agreement in any manner, the County shall give Lane thirty (30) days written notice and an opportunity to cure the breach before terminating the Agreement.

9. **Waiver of Breach.** Waiver of breach of one covenant or condition of this Agreement is not a waiver of breach of other covenants and conditions of this Agreement, or of a subsequent breach of the waived covenant(s) or condition(s).

10. **Termination.**

a. This Agreement may be terminated at any time by mutual written consent of the parties.

Orlando, Florida 32802
Fax: (407) 836-7399

and

Orange County Public Works
Highway Construction Division
Attn: Manager
4200 South John Young Parkway
Orlando, Florida 32839
Fax: (407) 836-7714

and

Real Estate Management Division
Attn: Manager
P.O. Box 1393
Orlando, Florida 32802
Fax: (407) 836-5969

As to Lane: Lane Construction Corporation
2601 Maitland Center Parkway
Maitland, Florida 32751
Fax: (407) 331-3614

The names, addresses and/or facsimile numbers may be changed by written notice as above provided. Notice shall be effective upon receipt. Notice will also be given simultaneously to any secured lenders whose addresses have been given to County.

Lane shall notify the County of any changes to its ownership or mailing address.

16. **Validity.** The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

17. ***Hazardous Waste and Materials.*** Lane, its employees, agents, contractors, subcontractors, vendors and suppliers shall not discharge any hazardous or toxic materials or waste on the County Property. The storage and containment of any hazardous or flammable materials shall be in accordance with all OSHA requirements and in compliance with all state and local laws, regulations and ordinances. Furthermore, the County may within 30 days of termination of this Agreement, request, and Lane shall promptly cause to be prepared at its sole expense and provided to the County, a Phase I Environmental Site Assessment for the County Property conducted according to ASTM E1527-05, or such other environmental report as the County may reasonably deem necessary. Lane shall be responsible for any necessary clean-up, monitoring, testing or other remedial action connected to any such storage or discharge.

Lane shall indemnify, defend, and hold harmless the County from and against any claims including without limitation third party claims for personal injury or property damage, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, settlement amounts, interest or losses, including reasonable attorney's fees and expenses, consultant fees, expert fees, and all other costs and expenses of any kind or nature that arise directly or indirectly in connection with the presence, release or threatened release of any hazardous substances by, through, or at the direction of Lane, its employees, officers, agents, contractors, subcontractors, invitees or assignees including but not limited to known contaminants in or into the air, soil, groundwater, surface water or improvements at, on, about, under or within the County Property, or any portion thereof, or elsewhere in connection with the transportation of hazardous substances to or from the County Property.

18. *Assignment.* Neither party may assign its rights hereunder, or as hereinafter granted pursuant to the provisions hereof, in whole or in part, without the prior written consent of the other party.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day(s) and year below written.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
for Orange County Mayor

Date: 8.2.16

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Noelia Perez*
for Deputy Clerk

Print name: Noelia Perez

WITNESSES:

[Signature]
Print Name: Kevin Broncheau

Carol Felix
Print Name: Carol L. Felix

STATE OF Florida

COUNTY OF Orange

LANE CONSTRUCTION CORPORATION

By: Lane Construction Corporation

By: [Signature]
Print Name: TERRY CARMICHAEL

Title: PROJECT MANAGER

BEFORE ME, a Notary Public in and for said County and State on the date below, personally appeared Terry Carmichael, as the project manager of Lane Construction Corporation, who acknowledged executing the foregoing instrument on behalf of said corporation. Said person () is personally known to me or () produced a driver's license issued by Florida, a State of the United States which is either current or has been issued within the past five (5) years and bears a serial or other identification number.

IN WITNESS WHEREOF, I have affixed my notarial seal this 5 day of July, 2016.

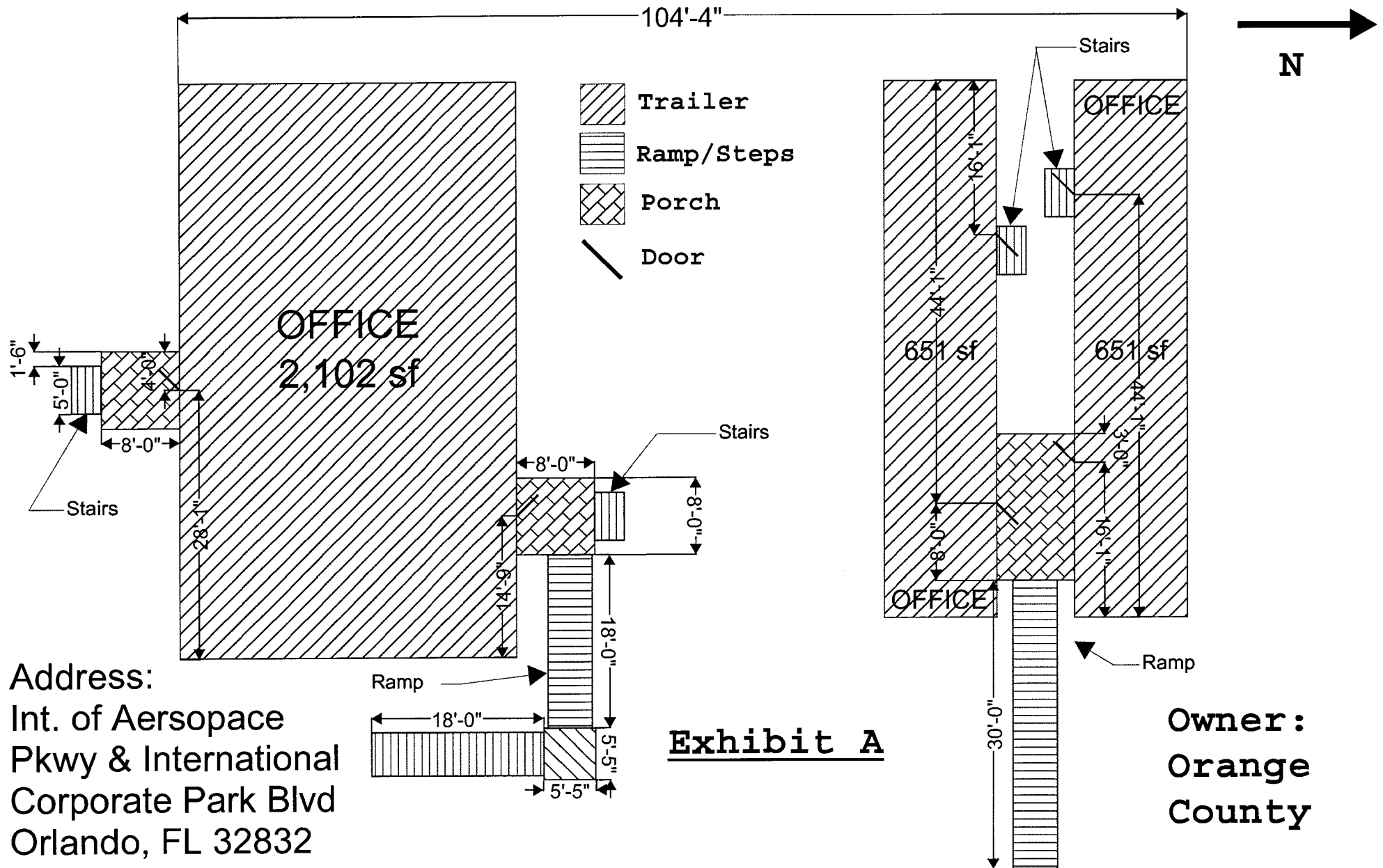


[Signature]
Signature of Notary Public

Jodi Reeves
Printed Name of Notary Public

My Commission expires: 11/13/2017

Temporary Construction Office (June 2016-February 2018)





INTERNATIONAL CORPORATE
PARK BLVD

AEROSPACE PARKWAY

©2016 Google

136 ft





International Corporate Park Blvd

Aerospace Pkwy